

59.

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(OS) 3555/2014 & IA No.23097/2014**

Decided on 16.04.2015

**IN THE MATTER OF:**

CAPITAL FOODS PVT. LTD.

..... Plaintiff

Through :Ms. Nancy Roy, Advocate

versus

N.N. FOOD PRODUCT

.... Defendant

Through : Mr. Ranjan Roy, Advocate

**CORAM**

**HON'BLE MS.JUSTICE HIMA KOHLI**

**HIMA KOHLI, J. (Oral)**

**I.A. No.7385/2015 (joint application u/O XXIII R 3 CPC)**

1. The present compromise application has been filed by the parties stating *inter alia* that they have arrived at a settlement through mediation during the pendency of the present proceedings.

2. Though the mediation report is not on record, counsels for the parties state that the terms and conditions of the settlement were duly recorded by the learned Mediator on 27.3.2015. They further state that the terms and conditions of the settlement arrived at between the parties have been set out in para 3 of the application, wherunder the defendant has acknowledged the intellectual property rights of the

plaintiff in respect of the trademark "RAJI" and the plaintiff's copyright in the packaging associated with the said trademark. The defendant has also given certain undertakings to the plaintiff and in lieu of the said undertakings, the plaintiff has agreed to forego its claim for damages against the defendant.

3. Counsels for the parties state that in view of the settlement arrived at between the parties, as recorded in the present application which is identical to the settlement recorded in the Settlement Agreement dated 27.3.2015, executed before the Mediator appointed by the Delhi High Court Mediation & Conciliation Centre, the suit may be decreed.

4. The Court has pursued the present application. The same has been signed by the constituted attorneys of the plaintiff and the defendant as also by their respective counsels. The application is supported by the affidavits of the signatories to the application.

5. As counsels for the plaintiff and the defendant jointly state that their clients have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the settlement.

6. The suit is decreed in terms of the settlement arrived at through mediation, as recoded in the Settlement Agreement dated 27.3.2015 as also in terms of the present application, while leaving the parties to bear their own costs.
7. The suit is disposed of, along with the pending application.
8. The date already fixed in the suit, i.e., 11<sup>th</sup> May, 2015 stands cancelled.
9. File be consigned to the record room.

**APRIL 16, 2015**  
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**(HIMA KOHLI)**  
JUDGE