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

+ CS(OS) 3620/2014 & IAs No.22745/2015 and 23597/2014

SUMIT SHARMA Plaintiff

Through : Mr. S.K. Bansal, Advocate

versus

VIKAS KUNDALIA & ORS Defendants

Through : Mr. B.S. Mathur with

Mr. Rajat Mathur, Advocates for D-1 to 3

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% 30.10.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 8.9.2015 has been placed on record. The terms and conditions of the settlement have been recorded in para 12 thereof.

2. Counsels for the parties state that in accordance with the terms and conditions of the settlement, the defendants have admitted the plaintiff is the owner of the proprietary trademark "LEG-ON" and copyright in the words "LOG-IN" and they have agreed to stop using the word "LEG-ON" for their products, namely, clothing. Further, the defendants have agreed to withdraw any pending application for registration of the trademark "LEG-ON". Both the parties have agreed that the defendants shall exhaust their existing stocks within a period

of one week year from the date of execution of the Settlement Agreement, but not later than 7th September, 2016. The rest of the terms and conditions of the settlement are part of the Settlement Agreement.

3. Counsels for both the parties state that in view of the settlement arrived at between the parties, the suit may be decreed.

4. The Court has perused the Settlement Agreement. The same has been signed by the plaintiff and the defendants No.1 & 2 and the proprietor of the defendant No.3 and their respective counsels as also by the learned Mediator. As the counsels for the plaintiff and the defendants jointly state that they 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. The Settlement Agreement dated 8.9.2015 is taken on record and the suit is decreed in terms thereof, while binding the parties to the terms and conditions recorded therein. Decree sheet be drawn accordingly.

5. The suit is disposed of along with the pending applications, while leaving the parties to bear their own expenses.

6. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through the

court annexed mediation, prior to the stage of framing of issues, the plaintiff is entitled to claim refund of court fees in terms of Section 16 of the Court Fees Act.

7. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue a certificate in favour of the plaintiff for refund of the court fees in terms of Section 16 of the Court Fees Act.

8. File be consigned to the record room.

HIMA KOHLI, J

OCTOBER 30, 2015

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