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

+ CS(OS) 3756/2014 & IA No.24412/2014

M/S MIRZA INTERNATIONAL LTD ..... Plaintiff  
Through : Mr. A.K. Goel, Advocate

versus

M/S PAULS FOOT PRINTS ..... Defendant  
Through : Mr. Suryakant Singla, Advocate

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

**ORDER**  
**% 29.10.2015**

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 14.10.2015 has been placed on record.
2. Counsels for the parties state that the terms and conditions of the settlement have been recorded in paras (a) to (d) of the Settlement Agreement, whereunder the defendant has undertaken not to use the impugned trademark/label/packaging "RED TAPE" and/or any other mark that is identical/deceptively similar to the plaintiff's trade mark. The defendant has also undertaken to deliver to the plaintiff the 22 shoes that were seized by the Local Commissioner and handed over to the defendant on *superdari*.
3. Counsel for the defendant states that the shoes in question shall

be handed over to the plaintiff through counsel, within three weeks from today. The defendant has also agreed to pay a sum of Rs.65,000/- to the plaintiff. A demand draft for the said amount is handed over by the counsel for the defendant to the counsel for the plaintiff, which is duly accepted by him. In view of the aforesaid settlement, the plaintiff has agreed to give up all the reliefs in the suit except for prayer clause 30 (i) & (ii) of the plaint.

4. Counsels for the parties state that the suit may be decreed in terms of the settlement recorded in the Settlement Agreement dated 14.10.2015 and prayer clause 30 (i) & (ii) of the plaint.

5. The Court has pursued the Settlement Agreement dated 14.10.2015. The same has been signed by the authorized representative of the plaintiff and its counsel and counsel for the defendant, who states that he has been so authorized by his client, as also by the learned Mediator.

6. 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. The Settlement Agreement dated 14.10.2015 is taken on record. The parties shall remain bound by the conditions recorded

therein. The suit is decreed in terms of prayer clause 30(i) & (ii) of the plaint and the terms and conditions recorded in the Settlement Agreement dated 14.10.2015, while leaving the parties to bear their own costs.

7. The suit is disposed of, along with the pending application.

8. 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.

9. 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 under Section 16 of the Court Fees Act.

10. File be consigned to the record room.

**HIMA KOHLI, J**

**OCTOBER 29, 2015**  
**sk/mk**