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

+ CS(OS) 1670/2015 and I.A. 11923/2015

EXXON MOBIL CORPORATION & ANR Plaintiffs
Through: Mr. Sumit Wadhwa, Advocate

versus

BIMAL AGARWAL & ANR Defendants
Through: Mr. Rahul Sharma, Advocate with
Mr. Ashish Dogra, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **16.10.2015**

I.A. 22121/2015 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been filed by the parties stating *inter alia* that during the pendency of the suit, they have been able to arrive at an out of court negotiated settlement. The terms and conditions of the settlement have been set out in para 6 of the application, whereunder the defendants have acknowledged that the plaintiff No.1 is the registered proprietor and the plaintiff No.2 is a licensed user of the trademarks as set out in para 1(b) of the plaint and they have the exclusive right to use the "EXXON" trademark in India. The defendants have also given a series of undertakings to the plaintiffs and have changed their corporate name from "EXON

MERCANTILE PRIVATE LIMITED” to “EXCHEM MERCANTILE PRIVATE LIMITED”, as detailed in para 5 of the application. In lieu of the undertakings given by the defendants, the plaintiffs have given up the claim of damages and rendition of accounts against the defendants as per prayer clause (D) of the plaint. Counsels for the parties state that the suit may be decreed in terms of the settlement.

2. The Court has heard the counsels for the parties and examined the averments made in the application. The application has been signed by the constituted attorney of the plaintiffs, defendant No.1 and the Director of the defendant No.2 and their respective counsels and the same is duly supported by the affidavits of the signatories.

3. As counsels for the parties 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 said settlement which is taken on record. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.

4. The suit is decreed in accordance with the terms and conditions recorded in the compromise application and prayer clause (A) of the plaint , while leaving the parties to bear their own costs. Decree sheet be drawn accordingly.

5. The suit is disposed of alongwith the pending applications.
6. File be consigned to the record room.

OCTOBER 16, 2015
rkb/ap

HIMA KOHLI, J