

41.

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

+ CS(OS) 4061/2014 & IA No.26416/2014(u/O XXXIX R1&2 CPC)

M/S TODAY TEA LTD Plaintiff
Through Mr.Umesh Mishra, Advocate

versus

M/S AGGARWAL TEA CO.& ANR Defendants
Through Mr.R.L.Goel, Advocate

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

HIMA KOHLI, J. (Oral)

I.A. No.6409/2015 (joint application u/O XXIII R-3 CPC)

1. The present joint application has been filed by the parties stating *inter alia* that they had arrived at a settlement through the Court annexed Mediation Centre, reduced into writing as a Settlement Agreement dated 17.3.2015. The terms and conditions of the settlement are set out in para 6 of the Settlement Agreement, whereunder the defendants have agreed to pay a total sum of ₹1,60,000/- to the plaintiff.

2. It is submitted by the counsels for the parties that out of the aforesaid amount, a sum of ₹60,000/- has already been tendered by the defendant to the plaintiff, thus leaving the balance amount of ₹1.00 lac, which has been agreed to be paid by the defendant to the

plaintiff in the manner set out in para 6 (c) of the Settlement Agreement. In terms of the settlement, the defendants have also admitted that they shall not use the trademark, "T-STAR" or the plaintiffs' mark "TODAY/TODAY STAR" for their products in respect of tea and coffee in Class 30. The remaining terms and conditions of the settlement are set out in clauses (a) to (g) of para 6 of the Settlement Agreement.

3. Counsels for both the parties state that in view of the aforesaid settlement, no further dispute is pending between the parties and the suit may be decreed in terms thereof.

4. The present application has been signed by the authorized representatives of plaintiff and the defendants as also their respective counsels. The same is supported by the affidavits of the signatories to the application. As the counsels for the parties 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 plaintiff and the defendant shall remain bound by the terms and conditions of settlement, as recorded in the Settlement Agreement dated 17.03.2015.

5. The suit is decreed in terms of the Settlement Agreement dated

17.03.2015, while leaving the parties to bear their own costs.

6. At this stage, learned counsel for the defendants states that the keys of the premises bearing No.C-53, Tyagi Vihar, Nangloi, Delhi, that were seized by the Local Commissioner in the course of executing the commission, may be returned to the defendants. The keys are presently lying in a sealed cover alongwith the report of the Local Commissioner.

7. Counsel for the plaintiff states that he does not have any objection to the said keys being handed over to the Local Commissioner so that both the parties can remain present with him at the aforesaid premises, on a date and time that may be fixed by him, for the defendants to destroy the tea/coffee bags and packaging, lying in the said premises.

8. The Registry is directed to release the keys of the aforesaid premises to the Local Commissioner. The parties shall approach the Local Commissioner at the earliest, for him to fix a convenient date and time for unlocking the premises, whereafter, the tea/coffee packages and the infringing empty cartons/packaging material lying there shall be destroyed in his presence. The Local Commissioner shall be paid an additional fee of ₹10,000/- for the said purpose to be borne exclusively by the defendants. The report shall be filed by the Local

Commissioner within two weeks from the date of executing the commission.

9. The suit is disposed of along with the pending applications.

10. File be consigned to the record room.

A copy of this order be given ***DASTI*** to the Local Commissioner for perusal and compliance.

MARCH 26, 2015
sk/rkb

(HIMA KOHLI)
JUDGE