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

+ CS(OS) 136/2015 & IA No.985/2015

M/S MAHESWARI PHARMACEUTICALS (INDIA) LTD Plaintiff
Through : Mr. Sunil K. Ojha, Advocate

versus

M/S MAHESWARI AYURVED PVT LTD & ORS Defendants
Through : Mr. Rajesh Goswami, Advocate
for D-1 to 3.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 16.09.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 11.09.2015 has been placed on record. The terms and conditions of the settlement have been recorded in para 6 of the Settlement Agreement, whereunder the defendants No.1 to 3 have claimed that they/their nominees shall not use the mark "TRINGASAV" or any other deceptively similar trademark on their goods in class V of classification of goods stipulated in the Trademarks Act, 1999 and they shall have the right to use the mark "TRIRATNASAV" along with the label attached to the Settlement Agreement and marked as Annexure-A.

2. The defendants No.1 to 3 have also agreed not to use the registered trademark/label 'mpil' in italics or in capital letters or

otherwise as registered in favour of the plaintiff and mentioned in para 6(c) of the Settlement Agreement. The proposed label being used by the said defendants has been enclosed with the Settlement Agreement as Annexure-C and the one used by the plaintiff has been enclosed as Annexure-B. The price list with the modifications made by the defendants No.1 to 3 has been enclosed with the Settlement Agreement as Annexure-D. The remaining terms and conditions of the settlement have been set out in para 6(e) to (i) of the Settlement Agreement.

3. In view of the aforesaid settlement arrived at between the parties, counsels for the parties state that the suit may be decreed.

4. The Court has perused the Settlement Agreement dated 11.9.2015. The same has been signed by the Directors of the plaintiff and the defendant/company and their respective counsels and is supported by the Resolution of the companies authorizing them to execute the Settlement Agreement, as also by the learned Mediator.

5. 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 11.9.2015 is taken on

record and the parties shall remain bound by the terms and conditions of the said settlement.

6. The suit is decreed in terms of the settlement arrived at between the parties. Decree Sheet be drawn accordingly.

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

8. File be consigned to the record room.

HIMA KOHLI, J

SEPTEMBER 16, 2015

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