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

+ CS(OS) 1954/2015

SHOPPERS STOP LTD Plaintiff
Through : Mr. Ankit Rustogi, Advocate

versus

SHOPPERS SHOP Defendant
Through : Mr. Jayant Kumar, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

O R D E R

% **29.09.2015**

IA No.20616/2015 (by the plaintiff u/Sec.151 CPC)

1. The present application has been filed by the plaintiff stating *inter alia* that during the pendency of the proceedings, the parties were referred to mediation and pursuant thereto, they have been able to arrive at a settlement as recorded in the Settlement Agreement dated 8.9.2015, which has been placed on record. The terms and conditions of the settlement have been recorded in para 5 of the Settlement Agreement dated 8.9.2015.

2. Counsels for the parties state that in terms of the settlement arrived at between the parties, the defendant has acknowledged the fact that the plaintiff is the sole and absolute owner of the trademark/trade name "SHOPPERS STOP" and the "SS LOGO" and it shall refrain from using the same. Further, the defendant has agreed

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to pay a sum of Rs.6.00 lacs to the plaintiff in full and final settlement of all its claims and a draft of the said amount has already been handed over to the plaintiff, a copy whereof is enclosed with the present application.

3. Counsel for the defendant states that the defendant has agreed to use the trade name "FILOSPHOPE" in the manner reflected at page 21 enclosed with the application. He adds that the parties had agreed that the defendant will remove the labels from each of their products in the presence of the representative of the plaintiff, on or before 11.9.2015. However, none had turned up on behalf of the plaintiff on the said date. As a result, as agreed, the defendant had taken steps on its own to remove the tags and still photographs of the labels detached have been forwarded to the plaintiff, which fact is confirmed by the counsel for the plaintiff.

4. Counsels for the parties jointly state that the suit may be decreed in terms of the settlement arrived at between the parties.

5. The Court has perused the application as also the Settlement Agreement dated 8.9.2015. The same has been signed by the constituted attorney of the plaintiff and the sole proprietor of the defendant and by their respective counsels, as also by the learned Mediator.

6. 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 08.09.2015 is taken on record and the parties shall remain bound by the terms and conditions of the said settlement.

7. The suit is decreed, while leaving the parties to bear their own expenses. Decree sheet be drawn accordingly.

8. The date fixed in the case 4th November, 2015 stands canceled.

IA No. 20617/2015 (by the plaintiff u/Sec. 16 of the Court Fees Act, 1870)

1. The present application has been filed by the plaintiff stating *inter alia* that in view of the fact that the parties have arrived at a settlement through court annexed mediation, prior to the stage of pleadings being completed in the suit, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

2. In view of the averments made in the application, the same is allowed. 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.

3. The application is disposed of.
4. File be consigned to the record room.

SEPTEMBER 29, 2015
sk/rkb

HIMA KOHLI, J