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

+ CS(OS) 2116/2015

RSPL LIMITED

..... Plaintiff

Through: Mr. D.K. Yadav, Advocate

versus

SHRINATH DAS GUPTA

..... Defendant

Through: Mr. Amit Tomar, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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14.09.2015

I.A. 19279/2015 (joint application u/O XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that during the pendency of the present suit, they have been able to arrive at an out of court negotiated settlement.

2. The terms and conditions of the settlement have been set out in paras 7 to 12 of the application, whereunder the defendant has acknowledged that the plaintiff is the lawful proprietor/owner of the trademark/label/packaging/wrapper/trade dress, "GHARI" and the punch lines mentioned in para 7 of the application and he has assured the plaintiff that he shall not be using the captioned trademark or the punch lines. The defendant has also changed his

label/packaging/wrapper trade dress of his products as attached with the application and marked as Annexure 1 (colly). In view of the settlement, the plaintiff has agreed to give up the reliefs of rendition of accounts and damages against the defendant. Both the counsels state that having regard to the fact that their clients have arrived at an out of court negotiated settlement, the suit may be decreed in favour of the plaintiff in terms of para 48(a)(i) to (iii) of the plaint.

3. The Court has heard the counsels for the parties and examined the averments made in the application. The same has been signed by the authorized representative of the plaintiff and the proprietor of the defendant/firm and their respective counsels and the same is duly supported by the affidavits of the signatories.

4. 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. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.

5. The suit is decreed in terms of the settlement recorded in the application and prayer clause 48(A)(i) to (iii) of the plaint, while leaving the parties to bear their own expenses. Decree sheet be drawn

accordingly.

6. The dates already fixed, i.e., 23.09.2015 and 18.01.2016 stand cancelled.

File be consigned to the Record Room.

HIMA KOHLI, J

SEPTEMBER 14, 2015

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