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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 117/2013**
PEARL RETAIL SOLUTIONS PVT LTD

..... Plaintiff

Through: Mr. Zeeshan Khan, Adv.

versus

PEARL EDUCATION SOCIETY

..... Defendant

Through: Mr. Purvesh Buttan, Adv. with Mr.
Fahad, Adv.

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

% **17.03.2016**

IA 3593/2016

This is a joint application filed by the parties under Order XXIII Rule

3 CPC read with Section 151 CPC with the following prayers:-

(i) That the above suit be decreed in terms of the compromise as set out above.

(ii) Pass any such further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

I note that the application has been signed by the authorized representatives of the plaintiff and the defendant and their counsels. The application is supported by the affidavit of the authorized representative of

the plaintiff, so also the affidavit of the authorized representative of the defendant.

Perusal of the application would reveal that the parties have settled their differences on the following terms:-

“(i) The Defendant has agreed to change the trade mark / trade name / domain name from PEARL to PUNIT including in the name of their society/colleges/ Institute etc. for all future purposes and the Plaintiff confirms that it has no objections whatsoever to the use of the word PUNIT by the Defendant in any manner whatsoever including its user as part of their current logo.

(ii) The Defendant shall submit to a permanent injunction of this Hon'ble Court to stop the use of the word PEARL in terms of prayer clause [a] of the plaint.

(iii) The parties agree that the aforesaid injunction against the Defendant from using the mark PEARL shall come into operation 6 months after the date of signing of the present settlement application. During said six months, Defendant shall complete all the required paperwork for changing their, mark from 'PEARL' to 'PUNIT'. The defendant for the said 6 months shall be free to inform all and everyone about the change of their corporate name as well as change of their mark from Pearl to Punit vide advertisement, website, promotional venues etc.

(iv) That the parties further agree about the change of the name/mark "PEARL" to "PUNIT" in all the inter alia government departments/ authorities and other departments by the defendant. The list of few, but not limited to, of departments/ authorities/ departments is annexed herewith.

(v) That the parties further agree that the plaintiff shall not press and shall forgo all other prayers as prayed for in the suit such as damages, cost etc.”

The parties have averred in the application that they would abide by the terms and conditions of the compromise. The said statement is taken on record. In view of the compromise, the suit is decreed in terms of para 3(i) to 3(v) of the application. Decree sheet be drawn accordingly. Suit and the application are disposed of.

The date of 22nd July, 2016 before the Joint Registrar stands cancelled.

V. KAMESWAR RAO, J

MARCH 17, 2016/AK