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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ CS(COMM) 40/2016, IA No.839/2016 (u/O 39 R-1&2 CPC), IA No.840/2016 (u/O 11 R-1(4) CPC) & IA No.2128/2016 (u/O 39 R-4 CPC)

NUCLEUS SOFTWARE EXPORTS LIMITED ..... Plaintiff  
Through: Mr. Rahul Ajatshatru & Ms. Prachi Agarwal, Advs.

Versus

FINONE TECHNOLOGIES PVT LTD ..... Defendant  
Through: Mr. B.C. Thiruvengdam & Mr. Saurabh S. Sinha, Advs.

**CORAM:**

**HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW**

**ORDER**

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**23.08.2016**

1. The plaintiff has sued for injunction restraining the defendant from carrying on business and from using the trade name "Fin ONE" and / or "Fin1" thereby infringing the registered trademark "Finn ONE" of the plaintiff and for ancillary reliefs.
2. The suit was entertained and vide *ex parte* ad-interim order dated 19<sup>th</sup> January, 2016, the defendant so restrained. The interim order has continued to be in force.
3. On 9<sup>th</sup> August, 2016, the counsel for the parties stated that the talks for settlement were going on.
4. The counsels today state that the settlement has been executed today only and seek permission to handover the application under Order XXIII Rule 3 of the CPC in Court.
5. Allowed.

6. The application is taken on record. The same be got numbered.
7. The counsels state that the application is signed by the authorized representatives of the plaintiff and the defendant as well as by themselves and support the compromise as contained therein and seek disposal of the suit in terms thereof.
8. I have perused the settlement arrived at between the parties as contained in the application and find the same to be lawful.
9. The application is allowed.
10. A decree is passed in favour of the plaintiff and against the defendant in terms of the compromise application which shall form part of the decree sheet, leaving the parties to bear their own costs.

Decree sheet be prepared.

**RAJIV SAHAI ENDLAW, J.**

**AUGUST 23, 2016**

‘gsr’..