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

+ **CS(COMM) 86/2016 & IA No.1794/2016**

MERCK KGAA & ANR Plaintiffs
Through : Ms. Kirpa Pandit, Advocate

versus

PAWAN KUMAR JINDAL & ORS Defendants
Through : Mr. Manish Singhal, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **19.07.2016**

I.A. 8392/2016 (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 proceedings, they have arrived at an out of court settlement.
2. The details of the terms and conditions of the settlement have been set out in para 2 of the application, whereunder the defendants have acknowledged the plaintiffs to be the registered proprietor of the trademark "NEUROBION" and "NEUROBION FORTE" and have given a series of undertakings to the effect that they will not use the mark "NEUROBOOST" and/or "NEUROBOOST FORTE" or any other trademark that is identical or deceptively similar to the plaintiffs' trademark. The defendants have also paid a sum of Rs.1.00 lac to the plaintiffs towards litigation expenses, which fact is confirmed by learned counsel for the plaintiffs. The remaining terms and conditions of the settlement have also been set out in the present

application.

3. Counsels for both the parties state that in view of the undertakings given by the defendants, the suit may be decreed in terms of the prayer made in the application. The plaintiffs have agreed to forego the reliefs at prayers (C) to (F) of the plaint and pray that the suit may be decreed in terms of prayers (A) and (B) of the prayer clause.

4. The Court has pursued the present application. The same has been signed by the constituted attorney of the plaintiffs and by the defendant No.1 for self and for and on behalf of defendants No.3, as a constituted attorney, as also by their respective counsels. The application is supported by the affidavits of the signatories to the application.

5. As counsels for the plaintiffs and the defendants jointly state that the parties 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 parties shall remain bound by the terms and conditions of the settlement recorded in the application.

6. The suit is decreed in terms of the settlement arrived at and recorded in the application and in terms of prayers (A) and (B) of the plaint, while leaving the parties to bear their own costs.

7. The suit is disposed of, along with the pending application.

8. File be consigned to the record room.

HIMA KOHLI, J

JULY 19, 2016

sk/ap