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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 446/2013**
AHUJA RADIOS Plaintiff

Through: Mr.Raunaq Kamath, Adv. with
Ms.Anjana Ahluwalia, Adv.

versus

BUNTY TRADING AS M/S GULATI LOUDSPEAKER AGENCY

..... Defendant

Through: Mr.Mukesh Goel, Adv. with
Mr.Himanshu, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

% **31.05.2016**

1. Learned counsel for the parties were referred to the Delhi High Court Mediation and Conciliation Centre on February 23, 2016. On April 18, 2016, this Court has passed the following order:

“The Delhi High Court Mediation & Conciliation Centre through Mediator Smt. Sumati Anand has filed a Settlement Agreement dated March 15, 2016 between the parties running into seven pages. Learned counsel for the plaintiff states that as clause 'd' to para 6 of the settlement has not yet been satisfied by the defendant, the matter be deferred.

At request, adjourned to 9th May, 2016”.

2. The learned counsel for the plaintiff states, para 6(d) of the settlement agreement has been complied with.
3. Learned counsel for the parties state that in terms of the settlement

agreement dated March 15, 2016, the parties have settled their inter se disputes. I note, the settlement agreement dated March 15, 2016 has been signed by the Authorized Representative of the plaintiff and Mr. Jitender Singh Gulati, Sole Proprietor of the defendant and their counsels and the learned Mediator.

4. The parties have settled the disputes on the following terms:

“6. The following settlement has been arrived at between the Parties hereto:

a) The defendant acknowledges that the Plaintiff is the proprietor of the trademark and logo AHUJA RADIOS and the model number SSA 250M.

b) The defendant acknowledges that the plaintiffs trademark AHUJA RADIOS has acquired significant reputation and is a well known mark.

c) The defendant undertakes that he, his partners, proprietors, affiliates and anyone acting for and on his behalf will not manufacture, sell, distribute or deal in any manner in any counterfeit products bearing the trade mark or logo AHUJA RADIOS or any trademark deceptively similar there to, which does not originate from the Plaintiff amounting to infringement of trademark and passing off.

d) The defendant undertakes to hand over the possession of the goods seized by the local commissioner, to the plaintiff by April 1, 2016, on the Plaintiff approaching the Defendant at Kanpur for taking possession of the above goods, with prior intimation to the Defendant.

e) The defendant undertakes to make a donation of Rs. 1000 to a charity of his choosing.

f) The above undertakings have been given by Mr. Jitender Singh Gulati, the proprietor of M/s. Gulati Loudspeaker Agency and also on behalf of M/s Gulati Marketing, as its Authorised Representative.

g) All the aforesaid undertakings shall be binding on the defendant i.e. M/s. Gulati Loudspeaker Agency and M/s Gulati Marketing, its officers, servants, agents, legal heirs, successors, representatives, assigns in business, etc.

h) In view of the aforesaid terms of settlement, the plaintiff agrees to forego its claims of damages, rendition' of accounts, profits etc. against the defendant in the instant suit as prayed in the prayer clause of the plaint.

7. By signing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

8. The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under section 16 of the Court Fees Act, 1870” .

5. The learned counsel for the plaintiff states, in view of the compliance of clause 6(d) of the settlement, the suit be disposed of as being settled. It is ordered accordingly.

The suit stands disposed of.

V. KAMESWAR RAO, J

MAY 31, 2016/akb