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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 1328/2007**
LA-GAJJAR MACHINENES PVT. LTD. Plaintiff

Through: Mr. Sushant Singh, Adv.

Versus

M/S F.B. VARUNA SALES
CORPORATIONS & ORS. Defendants

Through: Mr. Kumar Chitranshu, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **29.11.2016**

IA No.14790/2016 (of the parties under Order XXIII Rule 3 CPC)

1. The parties in this suit for permanent injunction restraining infringement of the trade mark and passing off and for ancillary reliefs are stated to have compromised all the disputes subject matter of this suit on terms contained in this application.
2. Though there are four defendants in the suit viz. Messrs F.B. Varuna Sales Corporation, Messrs Mikas Agro, Messrs Phool Chand Banarsi Dass, and Messrs New Jindal Pipe Stores but the application is by the plaintiff and the defendant no.1 Messrs F.B. Varuna Sales Corporation only.
3. On enquiry, the counsel for the plaintiff states that the defendants no.2 to 4 were the distributors of the defendant no.1.
4. Be that as it may, once they are not parties to the application; the suit has to be dismissed as withdrawn insofar as against the defendants no.2 to 4.
5. It is ordered accordingly.
6. The counsel for the plaintiff and the counsel for the defendant no.1 support the application.

7. The constitution of the defendant no.1 Messrs F.B. Varuna Sales Corporation is not clear. The application, on behalf of the defendant no.1, is signed by Mr. Vikas Garg and supported by his affidavit in which he has described himself as the Manager of the defendant no.1. I have enquired about the constitution of the defendant no.1 and the authority of the said Mr. Vikas Garg.

8. The counsel for the plaintiff states that Mr. Vikas Garg is the proprietor of the defendant no.1. The counsel for the defendant no.1 also confirms so.

9. The compromise terms arrived at, save that contained in Clause (g) thereof providing for the defendant no.1 to pay compensation of Rs.1 crore to the plaintiff for future violation of trade mark and copyright of the plaintiff is found to be lawful. It has been enquired from the counsels as to how the future violation if any would be determined.

10. The counsel for the plaintiff states that the plaintiff will file an independent suit for future violation if any and prove the same.

11. Subject to the above, the terms are found to be lawful and are allowed.

12. A decree is passed in favour of the plaintiff and against the defendant no.1 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.

CCP No.52/2008

13. Dismissed as withdrawn.

RAJIV SAHAI ENDLAW, J

NOVEMBER 29, 2016/‘gsr’..