

\$~36.

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

+ **CS(OS) 1590/2014 and I.A. 10334/2014**

KONINKLIJKE PHILIPS N.V AND ORS Plaintiffs
Through: Mr. Gautam Panjwani, Advocate

versus

RAJESH BHALLA AND ANR Defendants
Through: Mr. Rajeev Sharma, Advocate with D-1
in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

%

24.08.2016

1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 26.02.2016 has been forwarded by the Delhi High Court Mediation and Conciliation Centre.

2. Counsels for the parties state that the terms and conditions of the settlement have been set out in para 6 of the Settlement Agreement, whereunder the defendants have admitted that the plaintiffs are the proprietors of the trademarks, "PHILIPS", "RESPIRONICS" and the Philips SHIELD EMBLEM and they have undertaken not to infringe the said trademarks of the plaintiffs in any manner. The remaining undertakings given by the defendants have also been recorded in the Settlement Agreement. Further, the defendants have paid a sum of Rs.90,000/- towards the costs of the suit. In lieu of the said undertakings, the plaintiffs have give

up the relief of delivery up and rendition of accounts as prayed for in the suit. Counsels for the parties state that the suit may be decreed in terms of the Settlement Agreement dated 26.02.2016.

3. The Court has perused the Settlement Agreement dated 26.02.2016. The same has been signed by the authorised representatives of the plaintiffs No.1 to 3 and by the defendant No.1, who is the proprietor of the defendant No.2/firm. The defendant No.1 is present in Court and has produced his original Driving License as proof of his identity, photocopy whereof has been taken on record. Counsel for the plaintiffs has also identified the defendant No.1.

4. As counsels for the parties jointly state that their clients 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 Settlement Agreement.

5. The suit is decreed in terms of settlement recorded in the Settlement Agreement dated 26.02.2016, while leaving the parties to bear their own costs. Decree sheet be drawn accordingly.

6. The suit is disposed of alongwith the pending application.

AUGUST 24, 2016/rkb

HIMA KOHLI, J