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

+ **CS(COMM) 388/2016 & IA No.4922/2016**

GURNAM SINGH TRADING AS M/S G. C. LABORATORIES

..... Plaintiff

Through : Mr. Sanjay Aggarwal and
Mr. Lalit Vohra, Advocates

versus

M/S LITTLE PROFIT TRADING COMPANY Defendant

Through : Ms. Anisha Chopra, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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12.07.2016

IA No.7963/2016 (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 suit, they have arrived at an out of court settlement.

2. The terms and conditions of the settlement have been set out in para 2 of the application, whereunder amongst others, the defendant has acknowledged the plaintiff to be the registered proprietor of the trademark and the artistic work entitled "BLUE HEAVEN" and having the exclusive rights to use the same. The defendant has also given a series of undertakings to the plaintiff and agreed to surrender all its rights in the trademark "7

HEAVEN'S". The defendant has further agreed to pay a sum of Rs.3.00 lacs to the plaintiff as damages in full and final settlement of all the claims of the plaintiff against it in the present suit, which amount counsel for the plaintiff confirms has been received by his client. The defendant has also agreed to dispose of all the existing stock bearing the trademark "7 HEAVEN'S" by the end of the current financial year, i.e., on or before 31.3.2017.

3. In lieu of the undertakings given by the defendant, the plaintiff has agreed to give up the relief of rendition of accounts. Though the prayer made in the application is for decreeing the suit in terms of prayers (i), (ii), (iii) and (v) of the prayer clause, counsel for the plaintiff states that the relief may be confined to prayers (i), (ii) and (iii) of the plaint and the suit may be decreed in terms of the settlement arrived at between the parties.

4. The Court has pursued the present application. The same has been signed by the proprietors of the parties 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 defendant 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 prayers (i), (ii) and (iii) of the plaint, while leaving the parties to bear their own costs.

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

8. The date already fixed in the case, i.e., 22.9.2016 stands cancelled.

9. File be consigned to the record room.

JULY 12, 2016
Sk/sv

HIMA KOHLI, J