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

+ **CS(COMM) 391/2016 and I.A. 23443/2014**

M/ RAPROSS PHARMACEUTICALS PVT LTD Plaintiff

Through: Mr. A.K. Goel, Advocate with
Mr. Anshul Goel, Advocate

versus

M/S DR ALEXANDER LAB & ANR Defendants

Through: Mr. Nishant Kaushik, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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30.08.2016

1. Pursuant to the parties being referred to mediation, the Delhi High Court Mediation and Conciliation Centre has forwarded a Settlement Agreement dated 06.04.2016. The terms and conditions of the settlement have been set out in para 7 of the Settlement Agreement, whereunder the defendants have acknowledged the proprietary rights of the plaintiff in the registered trademark, "ZINASE" and given undertakings to the plaintiff. The defendants have also agreed to pay token damages in the sum of Rs.50,000/- to the plaintiff. Counsel for the plaintiff confirms having received the said amount from the defendants. In consideration of the aforesaid undertakings given by the defendants to the plaintiff, the plaintiff has agreed to give up its

reliefs for damages, delivery up etc. against the defendants.

2. Counsel for the defendants states that he has filed a Power of Attorney on behalf of the defendant No.2 only this morning and a copy thereof has been furnished to the counsel for the plaintiff.

3. The Court has perused the Settlement Agreement. The same has been signed by the authorised signatory of the plaintiff and the sole proprietor of the defendant No.1 and the authorised representative of the defendant No.2 as also their respective counsels and the learned Mediator.

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 dated 06.04.2016.

5. The suit is decreed in terms of the settlement recorded in the Settlement Agreement dated 06.04.2016, while leaving the parties to bear their own costs.

6. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have been able to arrive at a negotiated settlement through mediation, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

7. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue a certificate in favour of the plaintiff for refund of the court fees, as per law.

8. The suit is disposed of, along with the pending application.
9. File be consigned to the record room.

AUGUST 30, 2016

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HIMA KOHLI, J

