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

+ **CS(COMM) 898/2016 and I.A. 9959/2016, 10102/2016**

M/S COMPACT INTERNATIONAL LIMITED Plaintiff
Through: Mr. Dhruv Gautam, Advocate

versus

SEABUCKTHORN BEVERAGES LLP Defendant
Through: Mr. Sumit K. Batra, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 19.09.2016

I.A. 11557/2016 (by the plaintiff u/O XXIII R 1 CPC)

1. Counsel for the plaintiff states that during the pendency of the suit, the parties have arrived at an out of court amicable settlement, whereunder the defendant No.1 has agreed to pay a sum of Rs.58 lacs to the plaintiff towards damages and the plaintiff has agreed to assign its rights, title and interest in the trademark, "LEH BERRY" in favour of the defendant No.1.
2. Counsels for the parties state that the amount has already been paid to the plaintiff and the plaintiff has assigned the trademark, "LEH BERRY" and the logo in favour of the defendant No.1.
3. Accordingly, the suit is disposed of alongwith the pending applications while leaving the parties to bear their own expenses.

4. The dates fixed in the suit, i.e., 28.09.2016 and 23.11.2016 stand cancelled.
5. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at an out of court settlement prior to the stage of framing of issues in the suit, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.
6. 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 50% of the court fees, as per law.
7. File be consigned to the record room.

SEPTEMBER 19, 2016
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HIMA KOHLI, J