

\$~36

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

+ **CS(COMM) 1029/2016**

SABMILLER INDIA LIMITED

..... Plaintiff

Through: Ms. Geetanjali Visvanathan & Ms.
Asavari Jain, Advs.

Versus

KEWAL RATTAN GUPTA & ANR

..... Defendants

Through: Mr. Hersh Sewak, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

%

08.12.2016

IA No.15327/2016 (of the plaintiff and the defendants under Order XXIII Rule 3 CPC)

1. The parties in this suit for permanent injunction to restrain the two defendants i.e. Mr. Kewal Rattan Gupta and Devans Modern Breweries Ltd. from using manufacturing, selling, exporting, importing, offering for sale, distributing, advertising, directly or indirectly dealing in any bottle and / or packaging and / or label or any material amounting to infringement of the plaintiff's registered trade mark "SABMiller India / SABMILLER INDIA" and mark "FOSTER'S" with striking "F" roundel and from infringement of design and for ancillary reliefs, are stated to have compromised all their disputes subject matter of this suit on the terms and conditions contained in the application.

2. The counsel for the plaintiff and the counsel for both the defendants support the application and state that the application is signed by the authorised representative of the plaintiff as well as by defendant no.1 and

authorised representative of defendant no.2 and is also supported by their affidavits and an extract of the Resolution of the Board of Directors of defendant no.2 is also filed along with the application.

3. Having gone through the application, I am satisfied that the compromise arrived at between the parties is lawful save for the claim for refund of court fees, this being an intellectual property right matter in which the plaintiff has already paid less court fees than the other suits falling in the jurisdiction of this Court.

4. The application is allowed and disposed of.

5. The suit is decreed in terms of compromise application which shall form part of the decree sheet, leaving the parties to bear their own costs.

Decree sheet be prepared.

6. The date of 12th December, 2016 is cancelled.

RAJIV SAHAI ENDLAW, J

DECEMBER 08, 2016

‘gsr’..