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

+ **CS(COMM) 1095/2016 and I.A. 7541/2014**

VECTUS INDUSTRIES LIMITED & ANR Plaintiffs
Through: Mr. Aman Taneja, Advocate

versus

M/S SHARMA PLASTO CONTAINERS & ANR Defendants
Through: Ms. Anisha Chopra, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
17.08.2016

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1. Counsels for the parties state the pursuant the parties being referred to mediation vide order dated 01.06.2016, they have been able to negotiate a comprehensive settlement vide Settlement Agreement dated 29.07.2016.
2. The terms and conditions of the settlement have been set out in para 5 of the agreement, whereunder the plaintiffs have agreed to pay a sum of Rs.10 lacs to the defendants in full and final settlement. Counsel for the defendants confirms that the said amount has been received from the plaintiffs. Further, the defendants have agreed to discontinue the use of the trademarks, "GANGA" and "GANGOTRI" in relation to their goods within a period of one month reckoned from 29.07.2016. The defendants have also agreed to assign to the plaintiffs the trademarks, "GANGA" and

“GANGOTRI” alongwith the goodwill for which they have agreed to enter into a separate assignment agreement. Both the parties state that the said agreement shall be executed within two weeks from today. The defendants have also agreed not to challenge the validity of the registration of the plaintiffs, referred to hereinabove.

3. The Court has perused the Settlement Agreement dated 29.07.2016. The same has been signed by the Managing Directors of the plaintiffs No.1 and 2 and the proprietors of the defendants No.1 and 2 as also their counsels and the learned Mediator. The Settlement Agreement is taken on record.

4. As counsels for the plaintiffs and the defendants 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 the settlement arrived at and recorded in the Settlement Agreement dated 29.07.2016, while leaving the parties to bear their own costs.

6. At this stage, learned counsel for the plaintiffs states that in view of the fact that the parties have been able to arrive at a negotiated settlement, the plaintiffs are 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 plaintiffs, the Registry is directed to issue a certificate in favour of the plaintiffs 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.

HIMA KOHLI, J

AUGUST 17, 2016

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