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

+ **CS(COMM) 1123/2016**

M/S CROCS INC.USA

..... Plaintiff

Through: Mr. Vinay Kumar Shukla, Advocate
with Mr. Ajay Amitabh Suman, Advocates

versus

M/S SUNCORP EXIM INDIA(P) LTD & ORS

..... Defendants

Through: Mr. Harsh Kalta, Advocate for D-1.
Ms. Kritika Sahni, Advocate with Mr. Ankit
Sahni, Advocate for D-2.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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16.09.2016

1. Pursuant to the parties being referred to mediation, the Delhi High Court Mediation and Conciliation Centre has forwarded a Settlement Agreement dated 05.09.2016.
2. The terms and conditions of the settlement have been set out in para 7 of the Settlement Agreement, whereunder the defendants No.1 and 2 have acknowledged the proprietary rights of the plaintiff in the Designs registered under Nos.197685 and 197686. Further, the defendants have acknowledged the proprietary rights of the plaintiff in all other designs registered/pending registration in India and have undertaken not to procure and/or sell any goods that are similar to that of the plaintiff. In view of the settlement

arrived at between the parties, the plaintiff has agreed to give up prayers in para 29(b) to (e) of the plaint. Counsels for the parties state that the suit may be decreed in terms of the settlement recorded in the Settlement Agreement dated 05.09.2016.

3. The Court has perused the Settlement Agreement dated 05.09.2016. The same has been signed by the constituted attorney of the plaintiff and the authorised signatories of the defendants No.1 and 2 as also their respective counsels and the learned Mediator. Copies of the Resolution-cum-Authority issued in favour of the signatories to the Settlement Agreement have been enclosed with the Settlement Agreement.

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 05.09.2016.

5. The suit is decreed in terms of the settlement recorded in the Settlement Agreement dated 05.09.2016, while leaving the parties to bear their own costs. Decree sheet be drawn accordingly.

HIMA KOHLI, J

SEPTEMBER 16, 2016/rkb