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

+ CS(OS) 1693/2015

E I DU PONT DE NEMOURS AND COMPANY & ANR ...Plaintiffs

Through: Ms. Kripa Pandit and Ms. Adya
Khanna, Advs.

Versus

SHAMBHU NATH BEEJ BHANDAR & ORS Defendants

Through: Mr. Abhishek Choudhary and Mr.
Rachil Mittal, Advs. for D-1, 8 to 12
& 16.

Mr. Siddharth Tyagi, Adv. for D-2 to
4, 13&14.

Mr. Aishverya Shandilya and Mr.
Rachit Mittal, Advs. for D-5 to 7,
18&19.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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05.08.2016

IAs No.9398/2016, 9399/2016, 9400/2016, 9401/2016, 9402/2016, 9403/2016, 9404/2016, 9405/2016, 9430/2016, 9431/2016, 9432/2016, 9433/2016 & 9434/2016 (of plaintiffs and D-5&6, D-18&19, D-8&9, D-1, D-7, D-11, D-10, D-12, D-3, D-4, D-2, D-14 & D-13 respectively u/O 23 R-3 CPC)

1. The counsel for the plaintiffs and the counsel for the defendants state that the entire subject matter of the suit stands amicably settled between the parties on the terms contained in the respective applications and seek disposal of the suit in terms of the said settlement / compromise.

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2. I have gone through the contents of IA No.9398/2016 and find the contents of the settlement / compromise arrived at between the parties to be lawful, save for the clause where the defendants have undertaken to pay Rs.5 lakhs to the plaintiffs for violating any of the terms of the settlement / compromise.
3. The counsel for the plaintiffs however on enquiry states that if it is the case of the plaintiffs that the defendants are violating their undertakings as contained in the compromise applications, the plaintiffs will institute a fresh suit *inter alia* claiming the liquidated damages of Rs.5 lakhs.
4. The counsel for the plaintiffs states that the compromise / settlement in all the other applications is identical / similar to as contained in IA No.9398/2016.
5. The undertakings of the defendants contained in the applications are accepted and the defendants are ordered to be bound thereby and cautioned of the consequences of breach of undertaking given to the Court.
6. The applications are allowed; the suit, insofar as the said defendants, is decreed in terms of the compromise applications vis-a-vis each of the defendant/s and which compromise applications shall form part of the decree sheet, leaving the parties to bear their own costs. Decree sheet be prepared.
7. The applications are disposed of.

CS(OS) 1693/2015 & IAs No.12057/2015 (u/O 39 R-1&2 CPC), 15515/2015, 15516/2015, 15642/2015, 15643/2015 & 15644/2015 (all u/O 39 R-4 CPC), 17508-510/2015 (u/S 95 CPC) & 17511-12/2015 (u/S 83(1) CPC)

8. The counsel for the plaintiffs states that now the suit remains only against defendants No.15 to 17 and 21 to 23 and of which defendants No.22&23 have already been proceeded against *ex-parte*.
9. On enquiry, it is further stated that earlier the counsel for defendants No.15, 20 & 21 had been appearing and compromise talks taking place with the said defendants also; though the said defendants had earlier filed written statement but are now not appearing.
10. A perusal of the order sheet shows that the counsel for the defendant No.15 had appeared on 26th August, 2015.
11. The counsel who is appearing for defendants No.1 & 8 to 12 states that he is also appearing for defendant No.16.
12. None appears for defendant No.17.
13. The counsel for defendant No.16 states that the defendant No.16 is not dealing in any infringing goods.
14. In this view of the matter, the suit, insofar as against defendants No.15 to 17 & 21 to 23 is decreed for permanent injunction in terms of prayer paragraph A(i) and (ii) of the plaint, leaving the parties to bear their own costs.
15. Decree sheet be drawn up.
16. The date of 16th January, 2017 is cancelled.

RAJIV SAHAI ENDLAW, J.

AUGUST 05, 2016

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