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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 1720/2015 & IA No.12118/2015 (of plaintiffs u/ O XXXIX
R-1&2 CPC)
NISHITA DESIGN & ANR Plaintiffs

Through: Ms. Shwetasree Majumdar, Adv.

Versus

RADHIKA GUPTA AND ORS Defendants

Through: Ms. Charu Mehta, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **28.07.2016**

1. The plaintiffs have instituted this suit for injunction restraining the two defendants viz. Radhika Gupta and Adil Ahmad from manufacturing, selling, offering for sale or dealing in products bearing the designs that are similar to the plaintiffs registered designs as detailed in para 8 of the plaint and for ancillary reliefs.
2. The suit was entertained and vide *ex parte* ad-interim injunction dated 29th May, 2015, the defendants were restrained from dealing with any products bearing the design similar to the plaintiffs registered designs.
3. No written statement has been filed on behalf of either of the defendants till now.
4. The counsel for both the defendants states that she has instructions from the defendants to state that the defendants have no objection to the suit being decreed in terms of prayer paragraph 22(i) read with paragraph 8 of the plaint if the plaintiffs are willing to give up the other reliefs claimed.
5. The counsel for the plaintiffs, viz. Nishita Design and Nishita Thakurdas, is agreeable thereto.

6. The compromise arrived at between the parties is found to be lawful and is allowed.
7. The suit is decreed in terms of prayer paragraph 22(i) read with paragraph 8 of the plaint, leaving the parties to bear their own costs.
8. Decree sheet be drawn up.
9. In accordance with Section 16A of the Court Fees Act, 1870 the prayer of the counsel for the plaintiffs is allowed.
10. Accordingly, 50% of the court fees be refunded to the plaintiffs.
11. The necessary certificate to the said effect be issued and handed over to the counsel for the plaintiffs.

RAJIV SAHAI ENDLAW, J

JULY 28, 2016
'gsr'..