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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) No.2294/2015, IA No.15627/2015 (u/O 39 R-1&2 CPC), IA
No.18185/2015 (u/O 39 R-4 CPC), IA Ni.25628/2015 (u/O 39 R-2A
CPC)

RENU NARULA

..... Plaintiff

Through: Mr. Ajay Sahni, Adv.

versus

ANITA GUPTA & ANR

..... Defendants

Through: Mr. Rakesh C. Agrawal, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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27.07.2016

IA No.8823/2016 (u/O 23 R-3).

1. The plaintiff has instituted the suit for permanent injunction to restrain the defendants from using the trademark 'ADHARSHEELA/NEW ADHARSHEELA' claiming the same to be identical to the plaintiff's trademark 'ADHARSHEELA'.

2. The suit was entertained and vide *ex parte ad interim* order dated 3rd August, 2015 the defendants were restrained from using the trademark 'ADHARSHEELA/NEW ADHARSHEELA' or any other mark deceptively similar to the plaintiff's trademark.

3. The counsels state that the parties have now amicably resolved all their disputes subject matter of this suit on the terms contained in this application and in the agreement annexed thereto. They further state that the application as well as the agreement are signed by the parties and the application is also supported by the affidavits of the parties.

4. The compromise as contained in the application is found to be lawful.

5. The application is allowed.
6. The suit is decreed in terms of paras 27 (a), (b), (c), (d) & (h) of the plaint and in terms of the compromise application leaving the parties to bear their own costs.
7. The compromise application to form part of the decree sheet.
Decree sheet be drawn.

RAJIV SAHAI ENDLAW, J

JULY 27, 2016
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