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

+ **FAO(OS) 495/2015 and CM No.17818/2015**

KRISHNA MEHTA & ORS

..... Appellants

Represented by: Mr.Tushar Gupta, Advocate.

versus

EICHER GOODEARTH PVT LTD

..... Respondent

Represented by: Ms.Prathiba M.Singh,
Sr.Advocate instructed by
Ms.Bitika Sharma and
Mr.Kapil Midha, Advocates.

+ **CS (OS) 1234/2014 and CC No.69/2014, I.A.Nos.8014/2014,
377/2015 & 21484/2015**

EICHER GOODEARTH PVT LTD

..... Plaintiff

Represented by: Ms.Prathiba M.Singh,
Sr.Advocate instructed by
Ms.Bitika Sharma and
Mr.Kapil Midha, Advocates.

versus

KRISHNA MEHTA & ORS

..... Respondents

Represented by: Mr.Tushar Gupta, Advocate.

CORAM:

HON'BLE MR. JUSTICE PRADEEP NANDRAJOG

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

06.05.2016

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1. The respondent in the appeal is the plaintiff. The appellants in the appeal are the defendants.
2. Since parties wanted to be referred to mediation, vide order dated

December 17, 2015 passed in the suit: CS(OS) No.1234/2014, the dispute in the suit was referred to the Delhi High Court Mediation and Conciliation Centre.

3. On May 04, 2016 a settlement has been arrived at before the Mediator terms whereof have been reduced into writing.

4. Under cover of an index dated May 05, 2016 filed by Mr.Preetjit Singh Rajpal, the Mediator, settlement agreement duly signed by Mr.Harish Chawla, Director of the respondent and Mr.Vishal Shah, on behalf of the appellants, acting as the authorised representative of the appellants has been enclosed

5. Authorisation in favour of Mr.Harish Chawla to act on behalf of the company is Annexure-A to the report. Authorisation in favour of Mr.Vishal Shah by the three appellants is annexed as Annexure-B collectively to the report.

6. Since Suit No.1234/2014 and a counter claim raised therein, registered as CC No.69/2014, have been resolved warranting a decree to be passed in the suit embodying the terms of the settlement, suit file has been requisitioned by us with consent of the appellants and the respondent with a direction to the Registry to list the suit before us.

7. We have perused the settlement agreement and find a lawful settlement resolving/dissolving the dispute incorporated therein. Subject matter of the action initiated by the respondent are design rights in motifs, logos, patterns concerning products manufactured and marketed by the respondent. The terms of the settlement are in sub-para (i) to (viii) of para 6 of the settlement. The appeal is therefore to be disposed of as infructuous for the reason a decree is being passed in CS (OS) No.1234/2014 and CC

No.69/2014. Whereas decree in counter claim would be a dismissal thereof, decree in suit would be as per clause (i) to (vii) of para 6 of the settlement.

8. Accordingly, CS (OS) No.1234/2014 is decreed in terms of the settlement requiring the decree to embody sub-paras (i) to (vii) of para 6 of the settlement agreement between the parties. CC No.:69/2014 is dismissed.

9. As regards the appeal the same is disposed of infructuous.

10. Copy of the settlement agreement along with its annexures is taken in Court today and is placed in the file of the suit.

11. Since the dispute has been resolved before the mediation, in terms of Section 16 (A) in the Court Fees Act, 1870 inserted in the statute book, but only in Delhi, pursuant to a notification dated November 11, 2011 No.F.14(22)/LA-2008/WAW/17 we direct that the court fee paid in the suit as also in the counter claim be returned to the parties, the Registry of this Court would issue a certificate to each of the parties on the strength whereof the Collector of Stamps would effect the necessary refund.

12. All pending applications in the suit and in the appeal are disposed of as infructuous.

13. There shall be no order as to cost in the appeal, suit and counter claim.

PRADEEP NANDRAJOG, J.

MUKTA GUPTA, J.

MAY 06, 2016

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