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IN THE HIGH COURT OF DELHI AT NEW DELHI

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**CS (OS) 2495/2015 & IA Nos. 17322/2015 (O 39 R 1 & 2 CPC),
22213/2015 (O 39 R 4 CPC), 22370/2015 (O VII R 11 CPC)**

ASHIANA HOUSING LIMITED

..... Plaintiff

Through: Mr. Gaurav Miglani, Advocate.

versus

AASHIYANA JAIPUR DEVELOPERS PVT. LTD

& ANR

..... Defendants

Through: Mr. Aubert Sebastian, Advocate for D-1.

CORAM: JUSTICE S. MURALIDHAR

ORDER

09.08.2016

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1. It is stated that the parties have settled their disputes through mediation. The Settlement Agreement ('SA) dated 12th May 2016 signed by both the parties before the Delhi High Court Mediation & Conciliation Centre ('DHCMCC') is on record. The terms of the settlement arrived at between the parties in para 6 of the SA are under:

"6. The following settlement has been arrived at between the parties hereto:

(i) the Defendant No. 1 has already changed the name from Aashiyana Jaipur Developers Pvt. Ltd. to AJD Developers Private Limited and have been issued Certificate of Incorporation dated 12th October 2015 issued by the Registrar of Companies, Jaipur copy of the same is annexed herewith as Annexure C.

(ii) The Plaintiff has given up its claim of damages, etc. against the Defendant No. 1 and has confined its relief to the extent of permanent injunction only in terms of para 28 (i) to (iv) of the present suit.

(iii) That the Defendant No. 1 has agreed that it has no objection if the decree for permanent injunction in terms of prayer made in para 28 (i) to (iv) of the present suit against Defendant No. 1.

(iv) The Defendant No. 1 has agreed to remove all its advertisements, hoardings, in any form, including print and social media, business network and associates.

(v) Defendant No. 1 has agreed to transfer domain name www.aashianajipur.com in favour of the Plaintiff. The Defendant No. 1 has agreed to sign any document/declaration in favour of the Plaintiff to facilitate such transfer in favour of the Plaintiff. The Defendant No. 1 shall submit the necessary application the Registrar of Domain within seven days from the date of order passed by the Hon'ble Court.

(vi) The Defendant No. 1 has also agreed to pay a sum of Rs. 50,000 (Rupees fifty thousand only) to the Plaintiff as legal cost of the suit. The payment shall be made before the Hon'ble Court on the next date of hearing.

(vii) Both the parties agree to put an end to the litigation against each other.”

2. Learned counsel for the Plaintiff confirms that in terms of the SA, Defendant No. 1 has paid a sum of Rs. 50,000 by way of Bankers Cheque No. 298094 dated 8th August 2016 drawn on Bank of Baroda as legal costs of the suit. Learned counsel for Defendant No. 1 states that he has no

objection if the decree for permanent injunction in terms of prayer (i) to (iv) of para 28 of the plaint is issued against Defendant No. 1.

3. Accordingly, a decree of permanent injunction in terms of prayers (i) to (iv) of para 28 of the plaint is issued in favour of the Plaintiff. Defendant No. 1 is directed to sign any document/declaration to facilitate the transfer of domain name www.aashiyanajaipur.com in favour of the Plaintiff. Within seven days from today, Defendant No. 1 shall submit necessary application with the Registrar of Domain names. The SA records that the parties have no further claims or demands against each other and all the disputes and differences have been amicably settled. The parties shall abide by the terms of the SA. The SA shall form part of the present order and decree sheet be drawn in terms thereof.

4. In view of the above fact that, since the matter has been settled through mediation, the Plaintiff is entitled to get refund of the full court fee in terms of Section 16 of the Court Fees Act, 1870.

5. The suit and the pending application are disposed of in terms of the SA.

S.MURALIDHAR, J

AUGUST 09, 2016

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