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

+ CS(COMM) 32/2015 & IAs No.25422/2015 (for appointment of Local Commissioner) & 25423/2015 (u/O 39 R-1&2 CPC)

M/S SYMPHONY LTD. Plaintiff

Through: Mr. Bijal Chhatrapati, Adv. with Mr. Avshesh Sharma, authorised representative of plaintiff.

Versus

SUMMERKING ELECTRICALS PVT.LTD. Defendant

Through: Ms. Binita Goel, authorised representative of the defendant.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **13.07.2016**

IA No.7972/2016 (of plaintiff and the defendant u/O 23 R-3 CPC)

1. The plaintiff instituted this suit for permanent injunction to restrain the defendant from infringing the plaintiff's registered design No.235189 with respect to air cooler in Classification No.23-04 and for ancillary reliefs.
2. Summons of the suit and notice of the application for interim relief were ordered to be issued.
3. The defendant remains unserved.
4. However, the counsel for the plaintiff states that the defendant on learning of the suit approached the plaintiff for a settlement and a Settlement Agreement dated 22nd April, 2016 was signed between the plaintiff and the defendant. The plaintiff now seeks disposal of the present suit in terms of the said Settlement Agreement.

5. Though none appears for the defendant but the counsel for the plaintiff states that the original of the Settlement Agreement dated 22nd April, 2016 annexed to the application and the application has been signed by the authorised of the defendant and the affidavit accompanying the application has also been signed by the authorised representative of the defendant. It is also stated that though the signatories of the affidavits in support of the application on behalf of the plaintiff and the defendant are on the way but have not reached the Court as yet.

6. On the statement of the counsel for the plaintiff that the documents indeed bear the signatures on behalf of the defendant and which I do not see any reason to disbelieve, it is not deemed appropriate to passover or adjourn the matter.

7. I have perused the application and the Settlement Agreement and the compromise as contained therein is found to be lawful.

8. The application is allowed.

9. The suit is decreed in terms of the compromise application and the Settlement Agreement dated 22nd April, 2016 and leaving the parties to bear their own costs.

10. Decree sheet be drawn up.

11. The counsel for the plaintiff states that though as per Clause 2 of the Settlement Agreement, the defendant was to deliver up the infringing goods within three days but the same has not been done as yet and seeks extension of the said time.

12. The said time is extended till 29th July, 2016.

13. At this stage, the counsel for the plaintiff states that Mr. Avshesh Sharma, authorised representative of the plaintiff and Ms. Binita Goel, authorised representative of the defendant have reached the Court and he identifies them.

RAJIV SAHAI ENDLAW, J.

JULY 13, 2016
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