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

+ **CS(COMM) 55/2015**

ITC LIMITED

..... Plaintiff

Through: Mr. Sudeep Chatterjee, Advocate

versus

SHYAM AGGARWATI COMPANY & ORS

..... Defendants

Through: Ms. Anish Chopra, Advocate

CORAM:

HON'BLE MR. JUSTICE VIPIN SANGHI

ORDER

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13.05.2016

I.A. No.6050/2016

This application has been jointly moved by the parties under Order 23 Rule 3 CPC to record their settlement. The application is signed by the parties and their respective counsels, and is also supported by the affidavit of authorised signatory of the plaintiff and defendant no.2 Anuj Gupta. Defendant no.1 has issued letter of authorisation in favour of defendant no.2 to enter into the settlement which is also placed on record. The authorisation qua the other defendants is also placed on record.

The terms of the settlement appear to be fair, just and reasonable and I see no impediment in accepting the same. Accordingly, the suit is decreed in favour of the plaintiff and against the defendants declaring that the trade

marks/ trade dress/ label/ writing style MANGALDEEP and HOMELITES and its packaging are the trademarks of the plaintiff. The suit is also decreed in terms of prayers (b) and (c). However, it is made clear that this court has not made any declaration with regard to the plaintiffs trademark being a well known trademark. The parties are left to bear their respective costs.

Since the parties have settled their disputes prior to the commencement of trial, the plaintiff shall be entitled to refund of 50% of the court fee.

VIPIN SANGHI, J

MAY 13, 2016

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