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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 31/2016 & IA No.600/2016**
PRABHAT SANITARYWARE PVT LTD Plaintiff
Through : Mr. Manish Singhal, Advocate

versus

CENTURY SANITARYWARE PVT LTD Defendant
Through : Mr. Ranjish B. Marat, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **08.09.2016**

I.A. 11080/2016 (joint application u/O XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that during the pendency of the present proceedings, they have been able to arrive at an out of court settlement.
2. Counsels for the parties jointly state that in terms of the settlement arrived at between the parties, the defendant has acknowledged the plaintiff to be the sole and exclusive proprietor of the trademark "CENTURY" in respect of the goods falling under Classes 11 and 17 and other similar/allied and cognate goods and services. Further, the defendant has undertaken not to challenge the use and/or registration of the trademark/label "CENTURY" of the plaintiff and not use the infringing trademark/label "CENTURY PLUS", trade name, "CENTURYSANITARYWARE PRIVATE LIMITED"

or any other trademark/trade name, which may include the word “CENTURY”. The remaining terms and conditions of the settlement have been set out in paras 4 to 8 of the application.

3. Counsels for the parties jointly state that in view of the settlement arrived at between the parties and recorded in the application, the suit may be decreed.

4. The Court has pursued the present application. The same has been signed by the Directors and constituted attorneys of the plaintiff and the defendant, apart from their respective counsels. The extract of the minutes of the meeting of the Board of Directors of the defendant has been placed on record. The application is supported by the affidavits of the signatories to the application.

5. As counsels for the plaintiff and the defendant jointly state that their clients have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.

6. The suit is decreed in terms of the settlement arrived at and recorded in the application, while leaving the parties to bear their own costs.

7. The suit is disposed of, along with the pending application.

8. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement at the stage of pleadings, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16A of the Court Fees Act.

9. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue a certificate in favour of the plaintiff for refund of 50% of the court fees in terms of Section 16A of the Court Fees Act.

10. File be consigned to the record room.

HIMA KOHLI, J

SEPTEMBER 08, 2016

sk/rkb