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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 2/2016

M/S KAMDHENU ISPAT LIMITED

..... Plaintiff

Through Mr Amit Chanchal Jha, Adv

versus

M/S SURYA ISPAT

..... Defendant

Through Mr Ajit Kakkar, Adv.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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11.07.2016

IA No.4269/2016 & CS (COMM) 2/2016

This is an application filed by the parties under Order 23 Rule 3 of the CPC, inter alia, praying that suit be decreed in terms of para Nos.2 (A to H) of the application which are quoted below:-

"(a). The Defendant admit the statutory rights of the Plaintiff for the trade mark KAMDHENU, registered under no.717214, 842704, 853413, 872188,1184260, 1508429 and 1508433 all in class 06. The Defendant also admits the statutory rights of the plaintiff for the trade mark KAMDHENU registered under various classes filed alongwith the plaint. The Defendant undertakes not to infringe and violate aforementioned registered trademark KAMDHENU of the plaintiff in any manner.

(b). The Defendant admits the proprietary rights of the plaintiff for the trade mark KAMDHENU. The defendant further undertakes not to violate the common law rights

of the plaintiff for the trade mark KAMDHENU in any manner.

(c). The Defendant admits the proprietary rights of the Plaintiff for the art work/Copyright involved in the trade mark/Label KAMDHENU. The Defendant further undertakes not to infringe the plaintiffs copyright in the KAMDHENU label in any manner.

(d). The Defendant admits the proprietary rights of the plaintiff for the trade name/domain name KAMDHENU. The Defendant further undertakes not to violate the rights of the plaintiff for the trade name/domain name KAMDHENU in any manner.

(e). The plaintiff agrees to return the association amount of Rs.11,51,000/- (Rupees Eleven Lacs Fifty One Thousand only) to the Defendant within 4 weeks from the date of passing of compromise decree in the court.

(f). The Defendant agrees that the present Suit be decreed against it in terms of Para No. 44 (a) (i) (ii) &(iii) of the Plaint.

(g). In view of the above the Plaintiff agrees to waive the other relief(s) as prayed for in Paras No. 44(b), 44 (c), 44 (d), 44 (e) and 44 (f) of the Plaint.

(h). That the above mentioned compromise terms as mentioned in para no. 2 (a-g) shall bind both the parties , their respective director, partners, representatives, dealers, distributors, employees, assigns or any other

persons acting on their behalf as the case may be."

Mr Ayush Gupta, Manager (Legal) of the Plaintiff who is duly authorised is present in the Court. Mr Ansh Raj Dev, constituent partner of defendant firm is also present in the Court.

In view of above, the application is allowed and the suit is decreed in terms as agreed between the parties and as quoted above. The Decree Sheet be drawn accordingly. Parties to bear their own costs.

IA No.63/2016

In view of above order, this application does not survive. The same is disposed of accordingly.

VIBHU BAKHRU, J

JULY 11, 2016

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