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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) No.18/2017 & IA No.216/2017 (under Order XXXIX
Rules 1&2 of the CPC).

NATIONAL FOODS LIMITED Plaintiff
Through: Ms. Prachi Agarwal and Ms. Anjana
Ahluwalia, Advs.

versus

JETHWA IMPEX & ANR Defendants
Through: Mr. Javed Ahmad and Mr. Anis
Ahmad, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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08.03.2017

1. This order is in continuation of the earlier orders.
2. The counsels state that mediation has failed.
3. A Report from the Mediation Cell of this Court to the said effect has also been received.
4. The counsel for the plaintiff states that the cheque earlier handed over by the counsel for the defendants in the name of the plaintiff for the sum of Rs.2,50,000/- could not be encashed as the plaintiff, a Pakistani Company, does not have an account in Delhi. She states that the said amount be paid by a fresh cheque in the name of Mr. Munaf Abdul Khan authorised representative of the plaintiff.
5. Today, in Court, fresh parlays have been held for amicable settlement of the disputes.
6. Mr. Munaf Abdul Khan authorised representative of the plaintiff and the defendant no.2 Mr. Anis Hanif Jethwa are present in Court.

7. The parlays held for settlement have been successful.
8. A consent decree is passed in favour of the plaintiff and against the defendants jointly and severally,
- (i) of permanent injunction in terms of prayer paragraph 45. i., ii. & iii. of the plaint;
 - (ii) of mandatory injunction directing the defendants to immediately, within seven days, destroy all infringing products, signage, goods, stickers, cartons, packing, dies, articles, papers, business cards and other material, in custody and possession of the defendants, bearing the impugned trademarks;
 - (iii) of mandatory injunction directing the defendants to immediately, within seven days, withdraw applications bearing no.3339373 and 3277015 submitted by the defendants to the Trade Marks Registry for registration of the impugned trademarks in favour of the defendants; and,
 - (iv) of recovery of Rs.3,50,000/- with interest at 12% per annum with effect from today till the date of payment.
9. It is clarified that the decree aforesaid for recovery of monies is inclusive of the amount of Rs.2,50,000/- cheque wherefor was earlier given by the defendants to the plaintiff and which cheque has been returned as aforesaid.
10. The counsel for the defendants states that a cheque for a sum of Rs.2,50,000/- in the name of Mr. Munaf Abdul Khan authorised representative of the plaintiff as desired, shall be handed over to the counsel for the plaintiff today itself.

11. The counsel for the defendants further states that the balance decretal amount of Rs.1,00,000/-, either in cash or by cheque in the name of Mr. Munaf Abdul Khan authorised representative of the plaintiff, shall be delivered to the counsel for the plaintiff on or before 17th March, 2017.

12. If it is so, the defendants shall be exempt from interest under the decree; else the balance amount will be recoverable from the defendants with interest.

13. If the cheque handed over today for Rs.2,50,000/- or the one to be handed over by 17th March, 2017 are dishonoured on presentment for any reason whatsoever, the defendants shall also be liable for costs of this suit; else no costs.

14. The counsel for defendants under instruction from defendant no.2 states that the defendants are not manufacturing and producing goods under the impugned mark since 15th February, 2017 and thus there will be no stocks in the market of after that date.

15. Decree sheet be prepared.

16. Mr. Munaf Abdul Khan authorised representative of the plaintiff and the defendant no.2 Mr. Anis Hanif Jethwa to sign hereunder and on two preceding pages.

RAJIV SAHAI ENDLAW, J

MARCH 08, 2017

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