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

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Judgment delivered on: 17.07.2017

+ CS(OS) 1698/2012 & CRL.M.A. 14831/2016, IA No.4309/2016 (for dismissal of the suit), IA No.10001/2014 (for amendment of the plaint)

LIFE TECHNOLOGIES CORPORATION & ANR Plaintiff

versus

ATZ LAB SOLUTIONS(INDIA) PVT LTD & ORS Defendants

Advocates who appeared in this case:

For the Plaintiffs : Ms. Nancy Roy, Advocate.

For the Defendants : Mr. Ankur Sood, Advocate.

**CORAM:-
HON'BLE MR JUSTICE SANJEEV SACHDEVA**

**JUDGMENT
17.07.2017**

SANJEEV SACHDEVA, J. (ORAL)

IA No.7552/2017 (Under Order XXIII Rule 3 CPC) in CS(OS) 1698/2012

1. The plaintiffs have filed the present suit for passing off of the plaintiffs' trademarks as well as infringement of the plaintiffs' registered trademarks.

2. Pending the suit, the parties have settled their disputes and

Settlement Agreement dated 27.05.2017 has been executed between the parties.

3. Learned counsel for the parties submit that as parties were at different places the agreements were exchanged and the Settlement Agreement was signed by Life Technologies Corporation on 24.05.2017 but has been dated 27.05.2017 as the 27.05.2017 was agreed upon effective date.

4. It is submitted that the agreement has been executed in counterparts. It was signed in counterpart on behalf of Thermo Fisher Scientific Inc. & Life Technologies Corporation on 24.05.2017 and on behalf of Life Technologies India Pvt. Ltd., Mr. Rajan Sahni, it was signed on 28.05.2017 and on behalf of Invitrogen Bioservices India Pvt. Ltd. and ATZ Lab Solutions (India) Private Limited it was signed on 30.05.2017.

5. Two photocopies of the Settlement Agreement dated 27.05.2017 have been handed over in Court. The same are taken on record.

6. Copy of the agreement dated 27.05.2017 has been annexed along with the application under order XXIII rule 3. The application is supported by an affidavit of Mr. Arvind Sonawane, the Constituted Attorney of the plaintiff No.1 as also by Mr. Rajan Sahni defendant No.2 for self as also as authorized representative of the defendant Nos.1 and 3. The application is also signed by the learned counsel for

the parties.

7. The two copies of Settlement Agreement dated 27.05.2017, filed today in Court, are marked as Ex. 'C-1' and Ex. 'C-2'.

8. Learned counsel for the parties further points out that Thermo Fisher Scientific Inc. has paid US \$ 36,35,000 collectively to Life Technologies India Pvt. Ltd. and Mr. Rajan Sahni, as described in paragraph 2.2 of the Settlement Agreement Ex. 'C-1' and Ex. 'C-2'.

9. Learned counsel for the parties confirm that the said payment has been made and has been so recorded in order dated 30.05.2017 in CrI.M.C. 2334/2017 titled *Arvind Sonawane & Ors. vs. State of NCT of Delhi & Ors.*

10. Learned counsel further submits that, by the said order dated 30.05.2017, the FIR No.271/2016, Police Station - Rani Bagh has also been quashed.

11. In view of the Settlement Agreement, the application is allowed.

CS(OS) 1698/2012

12. The suit is decreed in terms of the Settlement Agreement Ex. 'C-1' and Ex. 'C-2'. The Settlement Agreement Ex. 'C-1' and Ex. 'C-2' shall form part of the decree.

13. Decree Sheet be prepared accordingly.

CRL.M.A. 14831/2016, IA No.4309/2016 (for dismissal of the suit), IA No.10001/2014 (for amendment of the plaint)

14. In view of the settlement agreement and the suit being decreed, the applications are disposed of.

SANJEEV SACHDEVA, J

JULY 17, 2017
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