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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 416/2016, CC No.114/2007 & IA No.4740/2016 (u/S 151 CPC)**

BRITANNIA INDUSTRIES LTD. Plaintiff

Through: Mr. Siddharth Bawa, Adv.

Versus

CREMICA AGRO FOODS LTD. Defendant

Through: Ms. Priyanka Anand, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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21.03.2017

CS(COMM) No.416/2016 & Counterclaim No.114/2007

1. The parties in the suit and the counter claim, both for infringement of trade mark and passing off were vide order dated 10th February, 2016 of this Court referred to the Mediation Cell of this Court.
2. Mediation has been successful with the efforts of Ms. Vandana Bhatia, Advocate / Mediator and a Settlement Agreement dated 11th January, 2017 purported to be signed on behalf of the plaintiff viz. Britannia Industries Ltd. and on behalf of the defendant viz. Cremica Agro Foods Ltd. and their respective advocates and the mediator has been received from the Mediation Cell of this Court.
3. The counsel for the plaintiff as well as the counsel for the defendant / counter claimant support the settlement.
4. Though Clauses 11(A) and 11(G) of the Settlement Agreement state that the suit as well as the counter claim shall be withdrawn but both

counsels state that the intent was / is to bind the parties to the terms of settlement which could be best achieved by a decree in terms of Settlement Agreement and state that the suit as well as the counter claim be decreed in terms of the Settlement Agreement.

5. I have perused the terms of the Settlement arrived at between the parties and find the same to be lawful.

6. Allowed.

7. The suit as well as the counterclaim are decreed in terms of the Settlement Agreement dated 11th January, 2017 which shall form part of the decree sheet, leaving the parties to bear their own costs.

8. All pending applications also stand disposed of.

Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J

MARCH 21, 2017

‘gsr’..