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

+ **CS(COMM) 461/2016**

MW EAT LTD

..... Plaintiff

Through Ms. Deepshikha Malhotra, Ms. Isha
Tyagi, Advs.

versus

M/S EDISSON HOTEL & ANR

..... Defendant

Through Mr. Sidharth Bhatia, Adv.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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15.09.2017

IA 10615/2017 (u/O XXIII R 3 CPC)

By this joint application the plaintiff and defendants seek disposal of the suit in terms of the settlement arrived at between the parties before the Delhi High Court Mediation and Conciliation Centre on 13th January, 2017. Taking the settlement on record suit is decreed in terms of the settlement.

Application is disposed of.

CS(COMM) 461/2016

Parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre on the following terms and conditions:

“a) *The Second Party and their proprietors, directors, partners, principal officers, agents, family members, servants, dealers, distributors and/or anyone acting for and on their behalf shall not use, advertise or promote, the trademark/ name AMAYA or any other mark/ name which is identical or deceptively similar to the First Party well known trademark/ name AMAYA in relation to restaurants, hotels, hospitality, catering and such other*

allied services in any manner whatsoever including use of the mark/name on their website, corporate name, domain name and/or as part of any slogan etc., so as to result in passing off, misrepresentation and dilution.

- b) The Second Party undertakes to destroy all material consisting of the impugned trademark AMAYA or any other mark/ name which is identical or deceptively similar to the First Party well known trademark/ name 'AMAYA' including boards, menu-cards, cutlery, publicity material, labels, invoices, signboards, brochures, stationery, cutlery, etc within 14 days from the signing of the present settlement terms.*
- c) The Second Party undertakes to change the name on all materials related to the advertising and marketing of their business including digital platform material and promotions on social networking websites within 14 days from the signing of the present settlement terms.*
- d) The Second Party undertakes to not to apply or register any domain name with the First Party mark "AMAYA" or any name resembling it in any manner whatsoever.*
- e) The Second Party undertakes to not to apply or register First Party's trademark "AMAYA" or any name resembling it in any manner whatsoever and shall withdraw any application which they have filed at the Trade Marks Registry under intimation to the First Party, in relation to the same.*
- f) The present settlement terms will be hereinafter considered as the full and final settlement of the dispute raised in the present suit."*

The application is duly supported by the affidavit of Ms. Camellia Panjabi, Director of the plaintiff company which is at page 7 of the application. Application is also supported by the affidavit of Shri Nakul Bhatia/ defendant No.2 on his behalf and as director of defendant No.1,

authorization on whose behalf by the defendant No.1 is at page 8 of the application.

Consequently, the suit is decreed in terms of the settlement noted above. Decree sheet will incorporate the terms of settlement. Court fees be returned to the plaintiff under Section 16 of the Court Fees Act.

IA 5459/2016 (u/O XXXIX R 1&2 CPC)

Disposed of as infructuous.

SEPTEMBER 15, 2017

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MUKTA GUPTA, J.

