

\$~2

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

+ CS(COMM) 586/2016 & IAs No.6360/2016 (u/O XXXIX R-1&2 CPC) & 6361/2016 (u/O XI R-1(4) CPC) & IA No.____/2017 (u/O XXIII R-3 CPC)

DHARAMPAL SATYAPAL SONS PVT LTD Plaintiff

Through: Ms. Vaishali Mittal and Ms. D. Neha Reddy, Advs. with Ms. Loordma Mary, constitution attorney of plaintiff.

Versus

HARE KRISHNA CONFECTIONERS Defendant

Through: Mr. Himanshu Harbola, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **22.02.2017**

1. The plaintiff sued the defendant for copyright infringement and passing off and for ancillary reliefs.
2. The suit was entertained, though no *ex-parte* injunction sought granted.
3. No written statement has been filed by the defendant, though has been appearing, for the reason of wanting to settle with the plaintiff.
4. Today, Mr. Himanshu Harbola, Advocate appears for the defendant. The counsel for the plaintiff and the counsel for the defendant state that all the disputes subject matter of this suit have been settled between the parties on the terms and conditions contained in an application under Order XXII Rule 3 of the Code of Civil Procedure, 1908 got prepared and seek permission to handover the application and the *Vakalatnama* in favour of

Mr. Himanshu Harbola and Mr. Ketan Madan, Advocates in Court.

5. Allowed.

6. The application and *Vakalatnama* are taken on record.

7. The application be got numbered.

8. The counsels state that the application is signed by the authorised representative of the plaintiff and by Mr. Hari Om Agarwal sole proprietor of the defendant and is supported by their affidavits and has also been signed by the counsels.

9. I have perused the compromise arrived at between the parties as contained in the application and find the same to be lawful.

10. The compromise is allowed.

11. A decree is passed in favour of the plaintiff and against the defendant in terms of prayer paragraph 39(a), (b), (c), (f) & (g) of the plaint with the costs being quantified at Rs.1,50,000/- (cheque for which amount has been handed over by the counsel for the defendant to the counsel for the plaintiff in the Court) and in terms of the compromise as contained in the compromise application. A copy of the cheque is taken on record.

12. The counsel for the defendant assures that the cheque is good for payment and will be honoured.

Decree sheet be drawn up. Compromise application to form part of the decree sheet.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 22, 2017

bs..