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

+ CS(OS) 271/2016, IA No.6859/2016 (under Order XXXIX Rule 1 & 2 CPC), IA No.722/2017 (of defendant No.2 under Order XXXIX Rule 4 CPC), IA No.723/2017 (of defendant No.1 under Order XXXIX Rule 4 CPC), OA No.89/2017 (of defendant No.2 against order dated 23rd March, 2017)

MICHELIN INDIA PVT LTD

..... Plaintiff

Through: Mr. Karan Lahiri, Mr. Ravi Kapoor,
Advocates

versus

ASHISH SHRIVASTAVA & ANR

..... Defendants

Through: Mr. D.K. Sharma, Adv. for D1
Mr. Avinash Lakhanpal, Adv. for D2

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **28.11.2017**

1. The parties in this Suit for (a) permanent injunction restraining breach of contract, infringement of copyright, misappropriation of confidential information and trade secrets; and, (b) for rendition of accounts and damages etc. were, vide order dated 27th September, 2017, referred to the Mediation Cell of this Court.

2. Mediation has been successful with the efforts of Mr. Dharmender Priani, Advocate Mediator and a Settlement Agreement dated 10th October, 2017 purporting to be signed on behalf of the plaintiff/ Michelin India Pvt. Ltd., by the defendant No.1 Mr.Ashish Shrivastava and on behalf of the defendant No.2 Apollo Tyres Ltd. and their respective counsels and the Mediator has been received in this Court.

3. The counsel for the plaintiff, the counsel for the defendant No.1 and the counsel for the defendant No.2 support the settlement and the plaintiff seeks withdrawal of the Suit in terms thereof.
4. I have perused the Settlement Agreement and find the settlement to be lawful and allow the same.
5. The Suit is dismissed as withdrawn in terms of the Settlement Agreement.
6. A certificate entitling the plaintiff to refund of 80% of the court fee paid on the plaint be issued and handed over to the counsel for the plaintiff.
7. Defendant No.1 is also discharged as Superdar.

RAJIV SAHAI ENDLAW, J

NOVEMBER 28, 2017
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