

\$~4

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 697/2016, IA No.7191/2016 (u/O XXXIX R-1&2 CPC)
& IA No.1094/2017 (u/O VII R-11 CPC)
FILEX SYSTEMS PVT LTD Plaintiff

Through: Mr. Manish Singhal, Adv.

Versus

LEGAL FORM CENTRE Defendant

Through: Mr. Shambo Nandy, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **23.03.2017**

1. The sole plaintiff and the sole defendant in this suit for permanent injunction restraining infringement of the trade mark "SOLO" and for ancillary reliefs were vide order dated 20th January, 2017 referred to the Mediation Cell of this Court.
2. Mediation has been successful with the efforts of Mr. Arun Birbal, Advocate / Mediator and a Settlement Agreement dated 7th March, 2017 purported to be signed by the authorized signatories of the plaintiff and the defendant as well as by their advocates and the mediator has been received.
3. The counsel for the plaintiff and the counsel for the defendant support the Settlement Agreement and seek a decree in terms of the Settlement Agreement.
4. I have perused the terms of the Settlement Agreement and find the same to be lawful. It may however be noticed that as per Clause (f) of the Settlement Agreement, the compromise as recorded therein has been made

binding also on sister concern, group concerns or any other legal entity in which the defendant or its partners have business interest without naming the said entities.

5. It is clarified that the enquiry whether an entity, which is stated to be violating the Settlement Agreement, is bound by it or not is not possible in execution of the compromise decree.

6. The counsels are agreeable thereto.

7. The compromise subject to the aforesaid is allowed.

8. A decree is passed in favour of the plaintiff and against the defendants in terms of Settlement Agreement which shall form part of the decree sheet leaving the parties to bear their own costs.

Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J

MARCH 23, 2017

‘gsr’..