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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 706/2016**
AAKASH EDUCATIONAL SERVICES PVT. LTD..... Plaintiff
Through: Mr. Manish Singhal, Adv.
Versus
AAKASH CAREER INSTITUTE & ORS Defendants
Through: None.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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24.11.2017

1. The sole plaintiff and the three defendants to this suit for injunction restraining infringement of trade mark and for ancillary reliefs, were vide order dated 13th July, 2017 referred to the Mediation Cell of this Court.
2. Mediation has been successful with the efforts of Mr. K.K. Aggarwal, Advocate / Mediator and a Settlement Agreement dated 18th August, 2017 purporting to be signed on behalf of the plaintiff and the three defendants, all of which are juristic entities, as well as by the counsels for the plaintiff and the defendants and the Mediator has been received.
3. The counsel for the plaintiff supports the Settlement Agreement and seeks disposal of the suit in terms thereof.
4. None appears for the defendants.
5. The counsel for the plaintiff, on enquiry states that the defendants are situated at Jhunjhunu, Rajasthan and have thus not appeared and he does not know why the advocate for the defendants has not appeared. On further enquiry he however states that the defendants have not disputed, controverted or reneged from the Settlement Agreement till now.

6. There is no reason to disbelieve the counsel for the plaintiff.
7. The compromise arrived at between the parties is found to be lawful, save para 6(j) thereof which purports to bind, besides the defendants, also the owners, partners, assigns-in-business, representatives and any other legal entitles in which the defendants are partners or have some business interest.
8. It has been enquired from the counsel for the plaintiff as to how the Settlement Agreement can be binding on the parties which are not signatories thereto.
9. The counsel for the plaintiff states that the suit be disposed of in terms of Settlement subject to the same.
10. Accordingly, subject to the aforesaid exception, the suit is decreed in terms of the Settlement Agreement and copy of the Settlement Agreement and this order to form part of the decree sheet.
11. The Settlement Agreement also records the undertaking of the defendants. The said undertakings are accepted and the defendants are ordered to be bound thereby.
12. Decree sheet be prepared.
13. A certificate entitling the plaintiff to refund of 50% court fees paid on the plaint be issued and handed over to the counsel for the plaintiff.

RAJIV SAHAI ENDLAW, J

NOVEMBER 24, 2017

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