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

+ **CS(COMM) 709/2016**

**M/S GULATI RESTAURANT & FOODS
PVT LTD.**

.... Plaintiff

Represented by: Ms. Nupur Lamba,
Advocate with Mr. Vinod
Gulati, Director of
plaintiff in person.

versus

**GULATI RESTAURANT / S.P GULATI
RESTAURANT & ANR**

..... Defendants

Represented by: Mr. Shivendu Gaur,
Advocate with Mr. S.P.
Gulati, defendant No.2 in
person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

07.09.2017

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CS(COMM) 709/2016

1. Parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre vide settlement agreement dated 26th April, 2017 on the following terms and conditions:

- “a. That the second party has agreed to give up its mark/name S.P. GULATI in respect of its restaurant and has agreed to use mark/name “S.P.G.” Restaurant (without using any expansion thereof).*
- b. That the second party has agreed to change its Main Board and Sign Boards/hoardings within next 5 working days and also change their Packaging Material, Menu Card, Cash Memo, Publicity Materials, Labels, Sign Boards, Brochures,*

Stationary, Cutlery and any other printed material containing the name “Gulati Restaurant/S.P. Gulati Restaurant”.

- c. That the second party undertakes to intimate regarding the said change to all internet/mobile application and any other mediums of advertising websites and mediums where they have registered themselves as S.P. GULATI Restaurant within next 30 days.*
- d. The Second Party shall remove all reference to the mark “Gulati Restaurant/S.P. Gulati Restaurant” with respect to Third Party websites, and the First Party undertakes to provide a list of websites and print media within their knowledge wherein the name “S.P. Gulati Restaurant” is being featured. The Second Party shall undertake the task of sending written communications to such websites and print media to remove the above mentioned references within 30 days of the First Party providing the list. Copies of the same shall be marked to the First Party.*
- e. The Second Party undertakes to not use or apply for any registration of the mark “Gulati” Restaurant/ “S.P. Gulati” Restaurant or any other deceptively similar/nearly identical mark for any restaurant/food related services after signing of this present settlement agreement.*
- f. That the first party has agreed to give up its claims of damages.*
- g. That the parties have agreed that the present suit be decreed in terms of the present settlement agreement.”*

2. The settlement agreement has been signed by Mr. Vinod Gulati, Director of plaintiff and Mr. S.P. Gulati, defendant No. 2 in person and proprietor of defendant No.1. Authorization in favour of Mr. Vinod Gulati on behalf of plaintiff has been placed as Annexure-A to

the settlement agreement dated 26th April, 2017 as also at page-4 of the documents file.

3. Mr. Vinod Gulati and Mr. S.P. Gulati are present in Court and are duly identified by their respective counsels. They affirm the settlement arrived at between the parties and undertake to abide by the same.

4. Mr. S.P. Gulati, defendant No.2 further states that in terms of the settlement the Board at the premises, 32, LSC Market, Sheikh Sarai, Phase-II, New Delhi has been changed and it is now 'S.P.G. Restaurant' however, in case some old cash memos or visiting cards or menu cards etc. are being used, he will ensure that the same are destroyed in the course of the day.

5. Mr. S.P. Gulati has signed the order sheet in acknowledgment of the statement made above.

6. Suit is, therefore, decreed in terms of the settlement as noted above and the undertaking made by Mr. S.P. Gulati today in Court.

7. Decree sheet will incorporate the terms of the settlement.

8. Court fee be returned to the plaintiff under Section 16 of the Court Fees Act.

I.A. No. 7281/2016 (under Order XXXIX Rule 1 and 2 CPC)

Dismissed as infructuous.

MUKTA GUPTA, J.

SEPTEMBER 07, 2017

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