

\$~4.

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) No.965/2016 & IA No.4420/2017 (of the parties under
Order XXIII Rule 3 read with Section 151 CPC).
GLANBIA NUTRITIONALS (IRELAND) LTD & ANR..... Plaintiffs
Through: Mr. Manish Dhir, Adv.
versus

FIDALGO FOODS PRODUCTS Defendant
Through: Mr. Arnab Ghosh, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **12.04.2017**

1. The plaintiffs instituted this suit *inter alia* to restrain the defendant from counterfeiting the food supplements of the plaintiffs' marketed under several trademarks/logos and from passing off its goods as that of the plaintiffs by using the aforesaid trademarks/logos or any other trademark/logo similar or deceptively similar thereto.
2. The suit was entertained and vide *ex parte ad interim* order dated 29th July, 2016, while issuing summons of the suit and notice of the application for interim relief, the defendant was restrained from manufacturing, selling, marketing food supplements bearing the trademark/logo of the plaintiffs or any other trademark/logo similar or deceptively similar thereto.
3. The defendant appeared before this Court and sought time to file written statement.
4. No written statement has been filed before this Court as yet. Thereafter it was reported that the parties were negotiating settlement.

5. The counsels today state that all the disputes and differences subject matter of the suit between the parties have been amicably settled on the terms contained in an application prepared under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) but which remained to be filed.
6. The counsels are permitted to handover the application in the Court and the same is taken on record.
7. The application be got numbered.
8. The counsel for the plaintiffs and the counsel for the defendant state that the application is signed by the authorised representatives of the respective parties and is accompanied with their affidavits and has also been signed by them.
9. I have perused the terms of the settlement arrived at between the parties and find the same to be lawful.
10. The compromise is allowed.
11. A decree is passed in favour of the plaintiffs and against the defendant in terms of prayer paragraphs A (a) and (b) and B of the plaint and in terms of the compromise application which shall form part of the decree sheet, leaving the parties to bear their own costs.

Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J

APRIL 12, 2017

‘pp’..