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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 890/2016, IA No.13587/2013 (u/O XXXIX R-1&2
CPC), IA No.15909/2013 (u/O VIII R-6A CPC) & IA No.14118/2016
(u/O VIII R-1 CPC)

DELUXE CATERERS PVT. LTD. AND ORS. Plaintiffs

Through: Mr. Sudeep Chatterjee & Ms. Jaya
Mandelia, Advs.

Versus

THE COPPER CHIMNEY RESTAURANT Defendant

Through: Mr. Yakesh Anand & Mr. Nimit
Mathur, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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20.04.2017

IA No.4615/2017 (of the plaintiffs under Order XXXIII Rule 3 CPC)

1. The counsel for the two plaintiffs and the counsel for the defendant state that the parties have mutually settled all the disputes subject matter of the suit on the terms contained in the application. They further state that the application is signed by duly authorized representative of the plaintiffs as well as of the defendant and is also accompanied with their affidavits and the application is also signed by them.
2. The counsel for the plaintiffs states that the signatory on behalf of the plaintiffs is also present in the Court.
3. I have perused the terms of settlement as contained in the application and find the same to be lawful save for the fact that a decree of declaration of the mark of the plaintiffs as a well known mark, as sought, cannot be passed without proof and contest.

4. The counsel for the plaintiffs fairly states that he is not pressing for the same.

5. The application is allowed and disposed of.

CS(COMM) No.890/2016

6. The counsel for the parties confirm that the payments agreed to be made in terms of the compromise application have been made today by the counsel for the plaintiffs to the counsel for the defendant vide demand drafts as mentioned in the compromise application.

7. In terms of the compromise arrived at between the parties, a decree is passed in favour of the plaintiffs and against the defendant, of permanent injunction in terms of prayer paragraph (i) of the amended plaint verified in July, 2016 and in terms of 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 20, 2017

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