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

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CS(COMM) 279/2017 &amp; I.A. 4605/2017

M/S. PELICAN TOBACCO (INDIA)

PRIVATE LIMITED &amp; ANR. .... Plaintiffs

Through Mr. R.K. Sanghi with Mr. Mohit  
Kumar Bansal and Ms. Ishan Sanghi,  
Advocates

versus

SWASTIK TOBACCO COMPANY PRIVATE LTD. .... Defendant

Through Mr. N.K. Goyal, Advocate

**CORAM:****HON'BLE MR. JUSTICE MANMOHAN****ORDER**

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**31.10.2017**

The present suit has been filed for permanent injunction, infringement of trademark, copyright, passing off, rendition of accounts under the Trade Marks Act, 1999 and Copyright Act, 1957.

On 25<sup>th</sup> September 2017, the present suit was referred to the Delhi High Court Mediation and Conciliation Centre.

Mediation in the present case has been successful through the efforts of Ms. Girija Krishan Varma, Advocate-Mediator.

A Settlement Agreement has been executed between the parties on 26<sup>th</sup> October, 2017. Along with the said agreement, a letter of Undertaking dated 26<sup>th</sup> October, 2017 has been enclosed.

It is pertinent to mention that the Supreme Court in *Afcons Infrastructure Ltd. Vs. Cherian Varkey Construction Co. (P) Ltd., (2010)*

**8 SCC 24** while dealing with Section 89 of the CPC observed that the settlement agreement will have to be placed before the Court for recording it and in disposing of the suit in its terms, the Court should apply the principle of Order 23 Rule 3 of the CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

This Court is satisfied that the compromise between the parties contained in the aforesaid Settlement Agreement and the Letter of Undertaking both dated 26<sup>th</sup> October, 2017 satisfy the requirements of Order 23 Rule 3 CPC. The compromise contained in the aforesaid Settlement Agreement is lawful and therefore, this Court does not find any impediment in decreeing the present suit in terms of the aforesaid Settlement Agreement and the Letter of Undertaking.

Consequently, present suit is decreed in terms of the aforesaid Settlement Agreement and the Letter of Undertaking both dated 26<sup>th</sup> October, 2017 executed between the parties, which are marked as Ex.C-1 and Ex. C-2 respectively. Registry is directed to prepare a decree sheet in terms thereof.

Registry of this Court is also directed to issue to an authorised representative of the plaintiff a certificate authorizing it to receive back from the Collector half amount of the Court fee paid by it in the present suit.

With the aforesaid observations, present application is allowed and the suit and the pending application stand disposed of.

**MANMOHAN, J**

**OCTOBER 31, 2017<sup>rn</sup>**