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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 413/2017, IA No.6962/2017 (under Order XXXIX Rules 1&2 CPC) and IA No.8584/2017 (under Order XXXIX Rule 4 of the CPC).

AMICUS NATURAL PRODUCTS PVT. LTD. Plaintiff
Through: Ms. Sneha Jain, Ms. Suhasini Raina
and Ms. Nikita Sharma, Advs. and
Mr. Varun Madan, AR of the
plaintiff.

versus

SUMANTA CHATTERJEE & ORS Defendants
Through: Mr. M.K. Miglani and Mr. Jithin M.
George, Advs. and Mr. Rajesh Kalra,
Defendant no.3 and constituted
attorney of D-1&2.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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18.12.2017

1. The parties in this suit for permanent injunction restraining breach of confidentiality and for ancillary reliefs have amicably settled the disputes and differences subject matter of the suit and the counsels are permitted to hand over an application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) in the Court and the same is taken on record. The application be got numbered.

2. The counsel for the plaintiff and the counsel for the defendants support the application and state that the application is signed and supported by the affidavits, of the authorised representative of the plaintiff and the defendant no.3 Rajesh Kalra who is also the constituted attorney of the defendants no.1&2 namely (i) Sumanta Chatterjee and (ii) M/s Salad

Company.

3. I have perused the compromise arrived at between the parties and find the compromise arrived at between the parties to be lawful and allow the same.
4. A decree is passed in favour of the plaintiff and against the defendants in terms of the compromise application which shall form part of the decree sheet.
5. The undertakings of the defendants as contained in the compromise application are also accepted by this Court and the defendants are ordered to be bound by the same. Mr. Rajesh Kalra, defendant no.3, also the constituted attorney of D-1&2, stated to be present in Court is cautioned of consequences of breach of undertaking given to this Court.
6. The parties are left to bear their own costs.
7. Decree sheet be drawn up.
8. A certificate entitling the plaintiff to refund of 70% of the court fees paid on the plaint be issued and handed over to the counsel for the plaintiff.

RAJIV SAHAI ENDLAW, J

DECEMBER 18, 2017

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