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

+ CS(COMM) 1582/2016 & IA No.14944/2016 (u/O XXXIX R-1&2 CPC)

AMRIK SINGH & ANR Plaintiffs

Through: Mr. Sanjeev Singh, Adv.

Versus

SUNNY BHAYANA Defendant

Through: Mr. Inder Jit Bhayana, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **17.01.2017**

1. The plaintiff no.1 claiming to be the registered proprietor and the plaintiff no.2 firm claiming to be the user/licensee of the said registered trademark 'GURBANI' in Class 24 and 35 have sued for permanent injunction to restrain the defendant from using the said trademark for the same goods. The registration in favour of the plaintiffs is stated to be w.e.f. 2013. The defendant is also shown to have applied for registration in Class 25 of the same mark, claiming user since the year 2016.
2. The suit was entertained and while issuing summons of the suit, vide *ex-parte* order dated 2nd December, 2016, the defendant was restrained from using the trademark and trade name 'GURBANI' in any manner whatsoever.
3. The defendant is reported to have been served and an affidavit of service has also been filed by the plaintiffs.
4. Mr. Inder Jit Bhayana, Advocate appears along with the defendant Mr. Sunny Bhayana.
5. The counsel for the plaintiffs states that Mr. Amrik Singh, plaintiff No.1 is also present in person and identifies the defendant Mr. Sunny Bhayana.

6. The parties state that they have amicably settled the disputes subject matter of the present suit and desire the same to be recorded in the Court and the suit be disposed of in terms thereof.
7. The counsels state that the defendant has agreed to suffer a decree for permanent injunction in terms of prayer paragraph 39(A) of the plaint and in view thereof, the plaintiffs have agreed to give up the other reliefs claimed.
8. The compromise arrived at between the parties is found to be lawful and is allowed.
9. The plaintiff No.1 and the defendant are requested to sign this order and their signatures be identified by their respective counsels.
10. A decree is passed in favour of the plaintiff No.1 and against the defendant, in terms of prayer paragraph 39(A) of the plaint, leaving the parties to bear their own costs.
11. Decree sheet be drawn up.
12. The counsel for the plaintiff seeks refund of court fees paid.
13. As held by the Division Bench of this Court in *Aya Singh Vs. Munshi Ram* AIR 1968 Del 249, this Court has inherent jurisdiction to order refund of court fees.
14. A certificate entitling the plaintiff No.1 Mr. Amrik Singh to obtain refund of the court fees paid on the plaint less Rs.10,000/- be issued and be handed over to the counsel for the plaintiffs.

RAJIV SAHAI ENDLAW, J.

JANUARY 17, 2017
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