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

+ **CS(COMM) 1671/2016**

**GODREJ & BOYCE MANUFACTURING  
COMPANY LIMITED**

..... Plaintiff

Represented by: Ms.Geetanjali Visvanathan,  
Advocate.

versus

**MR RAJESH BANSAL & ANR** ..... Defendants

Represented by: Ms.Bitika Sharma, Advocate  
with Mr.Lakshay Kaushik,  
Advocate.

**CORAM:**

**HON'BLE MS. JUSTICE MUKTA GUPTA**

**ORDER**

% **23.08.2017**

IA No.8801/2017 (under Order XXIII Rule 3 CPC)

1. By this joint application the plaintiff and the defendants seek disposal of the suit in terms of the settlement arrived at between the parties.
2. Application is disposed of decreeing the suit in terms of the settlement arrived at.

CS (Comm) No.1671/2016

1. Parties have settled the matter terms whereof are incorporated in para 4 of IA No.8801/2017 as under:-

*“4. In view of the aforementioned, the Plaintiff and Defendants have agreed to settle the present dispute on the following terms and conditions:-*

i. *The Defendants, without prejudice to their rights agrees before this Hon'ble Court, that the Plaintiff has rights in its Patent No.197879 and Design No.190394 for its Retainer Clip and undertake before this Hon'ble Court not to violate the patent and design of the Plaintiff's;*

ii. *The Defendants undertake before this Hon'ble Court that till the term of Plaintiff's patent No.197876 and Plaintiff's design 190394, the Defendants would refrain itself from using the patented and registered design of the Plaintiff and use the Locking Clip/Circlip corresponding to the drawings depicted as Option 1 of Option 2 as depicted in Annexure A or any other mechanism developed by the Defendant, which shall not infringe the patent and design rights of the Plaintiff, for all locks henceforth manufactured by Defendants;*

iii. *The Defendants further undertake before this Hon'ble Court that they would not in any manner, directly or indirectly infringe the Plaintiff's Patent No.197876 and Plaintiff's Design No.190394; and*

iv. *In view of the aforementioned terms and conditions the Plaintiff agrees to forgo the relief of damages, rendition of accounts, delivery up and costs as claimed in paragraph 40(iii) to (v) of the plaint."*

2. The application is duly supported by affidavit of Mr.Ajay Mathur, the authorized signatory of plaintiff, authorisation in whose favour is at pages 149 to 156 of the documents file.

3. The application is also supported by the affidavit of defendant No.1 and authorized signatory of defendant No.2. Copy of the Board Resolution dated February 09, 2017 authorizing defendant No.1 on behalf of defendant No.2 is placed at pages 21 and 22 of the application file.

4. Since the parties have entered into a settlement of their own free will and without any coercion the suit is decreed in terms of the settlement noted above.

5. The decree sheet will incorporate the terms of the settlement as noted above.

6. Parties have entered into a settlement before issues have been settled, thus Court Fees is directed to be returned to the plaintiff in terms of Section 16A of the Court Fees Act.

IA No.16101/2016 (under Order XXXIX Rule 1 and 2 CPC)

IA No.38/2017 (under Order XXXIX Rule 4 CPC)

Learned counsels for the parties seek leave to withdraw the applications.

Applications are dismissed as withdrawn.

**MUKTA GUPTA, J.**

**AUGUST 23, 2017**

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