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IN THE HIGH COURT OF DELHI AT NEW DELHI
CS(COMM) 521/2018
CADILA HEALTHCARE LTD.

..... Plaintiff

Through : Ms.Bitika Sharma, Advocate.

versus

BRADY ENTERPRISES INC. & ORS.

..... Defendants

Through : Ms.Nidhi Raman and Mr.Sushant
Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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02.08.2018

Plaintiff has filed this suit against the defendants for permanent injunction, damages, infringement, rendition of accounts and damages in respect of impugned bottle design registration No.188856. During the pendency of matter, plaintiff and defendant No.3 parties settled their disputes through the Delhi High Court Mediation and Conciliation Centre, New Delhi vide settlement agreement dated 25.07.2018. The terms are in paras No.(i) to (iii) of such settlement, which notes:-

“i. That the parties have by mutual understanding settled their all disputes which were agreed to be incorporated in a separate agreement, with the intention not to advertise the terms of the agreement in any print media, television media or online platform including news website or by way of oral dissemination of the information or any other form of in the trade or otherwise which may

cause prejudice to the rights and interest of any of the parties to this agreement. As such an agreement dated 25.07.2018 has been separately executed between the Plaintiff No.1 (for Parties of the First Part) and the Party of the Second Part, wherein the terms of the settlement have been incorporated, duly signed by the authorised representative of the parties in the presence of the witnesses and duly notarized. Contents of the said separate agreement may be read as part and parcel of the present Settlement Agreement, which are not being reproduced in the present Settlement Agreement, as per the consent and requirement of the parties to keep the terms of the settlement confidential. The original Agreement dated 25.07.2018 which has been executed separately is annexed herewith as ANNEXURE-D.

ii. It has been agreed between the parties that they shall get the terms of the above mentioned Agreement dated 25.07.2018 (ANNEXURE-D) recorded before the Hon'ble High Court for disposal of the present suit.

iii. It has been agreed between the parties that they will get the names of Defendant Nos.1 and 2 deleted / struck off from the array of the parties.”

It is prayed the suit of the plaintiff be decreed in terms of above settlement. The settlement since is lawful, arrived at voluntarily, without any undue influence from any corner hence is accepted. The parties are bound by the settlement.

Accordingly, the suit of the plaintiff is decreed in terms of above settlement, which shall form part of the decree. Parties to bear their own cost. Since the matter is settled through the mediation, the plaintiff shall be entitled to refund of the court fees as per Court Fees

Act. Decree sheet be drawn.

YOGESH KHANNA, J

AUGUST 02, 2018

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