

\$-4, 6 & 7

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

+ **CS(COMM) 302/2018 & I.A.No.3575/2018**

QUEEN MARYS SCHOOL

..... Plaintiff

Through

Mr.N.K.Kantawala with
Mr.J.P.Sharma, Mr.Praver Sharma
and Ms.Nimisha Menon, Advocates.

versus

QUEEN MARYS GIRLS SCHOOL & ORS.

..... Defendants

Through

Mr.Dilip Singh, Advocate.

+ **CS(COMM) 620/2018 & I.A.No.3314/2018**

QUEEN MARYS SCHOOL

..... Plaintiff

Through

Mr.N.K.Kantawala with
Mr.J.P.Sharma, Mr.Praver Sharma
and Ms.Nimisha Menon, Advocates.

versus

QUEEN MARY CONVENT SCHOOL & OTHERS

..... Defendants

Through

Mr.Dilip Singh, Advocate.

+ **CS(COMM) 984/2018 & I.A.No.8329/2018**

QUEEN MARYS SCHOOL

..... Plaintiff

Through

Mr.N.K.Kantawala with
Mr.J.P.Sharma, Mr.Praver Sharma
and Ms.Nimisha Menon, Advocates.

versus

QUEEN MARY GIRLS SCHOOL & OTHERS

..... Defendants

Through

Mr.Dilip Singh, Advocate.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

ORDER

%

23.10.2018

Present suits have been filed for permanent injunction restraining infringement of trade mark, passing off and rendition of accounts.

Vide order dated 01st October, 2018 passed by a Division Bench of this Court in FAO (OS) (COMM) No.168/2018, the matters were referred to the Delhi High Court Mediation and Conciliation Centre. Mediation in the present cases were successful through the efforts of Mr.Dalip Mehra, Advocate-Mediator.

A Settlement Agreement has been executed between the parties on 10th October, 2018.

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 XXIII 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.

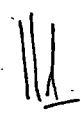
This Court is satisfied that the compromise between the parties contained in the aforesaid Settlement Agreement satisfies the requirements of Order XXIII Rule 3 CPC. The compromise contained in the aforesaid Settlement Agreement is lawful and therefore, this

Court does not find any impediment in decreeing the present suits in terms of the aforesaid Settlement Agreement.

Consequently, the present suits are decreed in terms of the aforesaid Settlement Agreement dated 10th October, 2018 executed between the parties. Registry is directed to prepare decree sheets in terms thereof.

Registry of this Court is also directed to issue to an authorised representative of the plaintiff a certificate in each suit authorizing him/her to receive back from the Collector the full amount of the Court fee paid by it with respect to the present suits.

With the aforesaid observations, present suits and all pending applications stand disposed of. The interim injunction orders stand modified.


MANMOHAN, J

OCTOBER 23, 2018
KA