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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 1903/2014 & I.As. 11772/2014, 11774/2014, 14672/2014, 25550/2015**
M/S GREENWAY GRAMEEN INFRA PVT LTD Plaintiff

Through: Mr. Shadab Anwar & Mr. Zartab Anwar, Advocates (M-9910521100).

versus

HOTPOINT ENERGY TECHNOLOGIES PVT LTD & ANR Defendants
Through: Mr. Vikas Mahajan & Mr. Vishal Mahajan, Mr. Aakash Verma & Mr. Deepak Goyal, Advocates (M-9810196050).

CORAM:
JUSTICE PRATHIBA M. SINGH
ORDER
% **18.07.2018**

1. The Ld. counsel for the Defendants has sought instructions since the last date. He submits that the Defendants are willing to give an undertaking that they do not wish to manufacture and sell the impugned products which are known by the name '*Greenway Grameen Smart Stove*'. Defendants are further willing to suffer an injunction in respect of the impugned publicity materials, advertising, packaging, etc.
2. The counsel for the Plaintiff is agreeable that if the Defendants' undertakings are accepted and a decree is passed in terms of paras 1 and 2 as prayed in the plaint, he would not press the criminal complaints filed against the Defendants. The Plaintiff also agrees that it will cooperate with the

Defendants for seeking quashing of the said criminal complaint being FIR No.0472 registered at PS Sarai Khawaja, Faridabad.

3. The Plaintiff's undertaking that it will cooperate with the Defendants for seeking quashing of the criminal complaint is recorded and the Plaintiff shall be bound by the same. Both parties shall jointly seek quashing of the criminal complaint.

4. The proprietor of Defendant No.2, Mr. Chander Kumar Sethi is present and he submits that he also has instructions from Defendant No.1. Defendant No.2 was the manufacturer of the impugned product which is being sold through Defendant No.1.

5. In view of the stance taken by the parties, it is directed that the Defendants are restrained by a decree of permanent injunction from manufacturing, selling, offering for sale '*Greenway Grameen Smart Stove*' in the impugned design and packaging and marketing materials. The Plaintiff also does not press the relief of rendition of accounts or delivery up. Reliefs no.3 and 4 are therefore dismissed as not pressed. Decree sheet shall be drawn up in terms of paras 1 and 2 of the prayer clause in the plaint. Half of the court fee is directed to be refunded to the Plaintiff.

6. The suit is disposed of. All pending applications are disposed of.

PRATHIBA M. SINGH, J.

JULY 18, 2018

Rahul