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

+ **CS(COMM) 1007/2018 & I.A.Nos.9022/2018, 10113/2018**

STARBUCKS CORPORATION

..... Plaintiff

Through Mr.Sudhir Chandra Aggarwala,
Sr.Advocate with Mr.Sohan Singh
Rana, Mr.Lucy Rana, Mr.Daljeet
Dabas, Ms.Tulip De and Mr.Anuj
Jhawar, Advocates.

versus

SARDARBUKSH COFFEE & CO. & ORS. Defendants

Through Mr.C.M.Lall,Sr.Advocate with
Mr.Harsh Sethi, Ms.Nancy Roy and
Mr.Animesh Gupta, Advocates with
Mr.Sanmeer Singh Kalra and
Mr.Rohit Kambhoj.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

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27.09.2018

Today learned counsel for the parties have handed over the settlement terms duly signed by the parties as well as by their counsel. The said settlement terms are taken on record and both the parties are held bound by the same.

With consent of the parties, it is clarified that if the mark 'BAKHSH' is used by a third party, then the defendants shall also have the right to file a suit against the said violator.

Accordingly, the present suit is decreed in accordance with the settlement terms. Registry is directed to prepare a decree sheet in

terms thereof.

A Division Bench of this Court in *Aya Singh Tirlok Singh Vs. Munshi Ram Atma Ram AIR 1968 Delhi 249* has held as under:-

“(4)It is true that the Court-fees Act has made certain provisions for refund and it may be argued that the legislative intent should be held to exclude refund in other cases, but the formidable array of authorities upholding the inherent power of the Court to direct refund ex debito justitiae, impels us also to uphold the inherent power.

It must, however, be clarified that it is not every excess payment of court-fee which must be refunded as a matter of course. Apart from the mandatory provisions, the Court, in order to exercise its inherent power, has to consider the facts and circumstances of each case and come to a judicial determination whether or not the cause of justice requires refund.”

(emphasis supplied)

Consequently, Registry is directed to issue to the counsel for the plaintiff a certificate authorizing him/her to receive back from the Collector half the amount of the Court fee paid by the plaintiff. It is pertinent to mention that the present direction for refund in the name of the learned counsel for plaintiff has been passed as the plaintiff is a multinational company based in United States of America.

MANMOHAN, J

SEPTEMBER 27, 2018
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