

\$~2

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

+ **CS(COMM) 1043/2016 & I.A.No.2592/2016**

LOTUS HERBALS PRIVATE LIMITED Plaintiff

Through Mr.Mohan Vidhani with
Mr.O.P.Bansal, Mr.Rahul Vidhani,
Mr.Abhishek Bansal, Mr.Ashish
Singh and Mr.Saurabh Singh,
Advocates.

versus

ASHWANI GUPTA & ORS Defendants

Through Ms.Jabir Kaur with Mr.Manmeet
Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

% **09.03.2018**

The present suit has been filed for permanent injunction for infringement of trade mark, copyright, trade dress, passing off, damages, rendition of accounts of profits, delivery up etc.

Learned counsel for the plaintiff wishes to drop defendant nos.5 & 6 from the array of parties. Accordingly, the said defendants are deleted from the array of parties. Let an amended memo of parties be filed during the course of the day.

On 27th April, 2017, the present suit was referred to the Delhi High Court Mediation and Conciliation Centre.

Mediation in the present case has been successful through the efforts of Mr.Tarique Siddiqui, Advocate-Mediator. A Settlement Agreement has been executed between the parties on 27th February,

2018.

Today, typographical errors in the aforesaid Settlement Agreement have been allowed to be corrected by the counsel for the parties. The said corrections have been initialled by the counsel for the parties as well as by the Mediator.

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 suit in terms of the aforesaid Settlement Agreement.

Consequently, present suit is decreed in terms of the aforesaid Settlement Agreement dated 27th February, 2018 executed between the parties, which is marked as Ex.C-1. Registry is directed to prepare a decree sheet in terms thereof.

Registry of this Court is also directed to issue to the plaintiff a certificate authorizing it to receive back from the Collector the half amount of the Court fee paid by it in the present suit.

The Registry is further directed to refund to the defendants the amount deposited by them, in accordance with paragraph 7(N) of the aforesaid settlement agreement within a period of two weeks.

With the aforesaid observations, present suit and pending application stand disposed of.

Order *dasti*.

MANMOHAN, J

MARCH 09, 2018
KA