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

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CS(COMM) 392/2017, IA No.6730/2017 (u/O XXXIX R-1&2 CPC), IA No.13548/2017 (u/O VII R-10&11 CPC) & IA No.13549/2017 (u/O XXXIX R-4 CPC)

FDC LIMITED

..... Plaintiff

Through: Ms. Shwetasree Majumdar & Mr.  
Prithvi Singh, Advs.

Versus

ASTREA LIFE SCIENCES PVT. LTD.

..... Defendant

Through: Mr. N. Mahabir, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW**

**ORDER**

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**15.02.2018**

1. The parties in this suit for permanent injunction restraining infringement of trade mark, passing off and for ancillary reliefs and in which *ex parte* ad-interim injunction was granted on 29<sup>th</sup> May, 2017, on 30<sup>th</sup> January, 2018 stated through counsel that settlement terms had been agreed upon and signing was underway; on request of the counsels, the suit was posted for today.
2. The counsels today state that an application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) signed on behalf of the parties and supported by the affidavits of the signatories of the parties has been filed in the Registry but has not been listed.
3. The same be called from the Registry.
4. The counsels have in Court handed over a photocopy of the said application, and which is taken on record, and state that the photocopy handed over is true copy of the original application under Order XXIII Rule 3 of the CPC in the Registry.

5. The counsels support the compromise.
6. I have perused the Settlement / Compromise arrived at between the parties and find the same to be lawful.
7. The Compromise / Settlement is allowed.
8. The counsels however state that in para no.3(f) of the application under Order XXIII Rule 3 CPC reference is made to the letter of the defendant for abandonment of the registration of trade mark applied for but subsequently the said letter was found to be defective and a corrected letter as per Annexure-A to the application has been filed. It is further stated that the handing over in terms of Clause 3(d) will be completed during the course of next week.
9. A decree is passed in favour of the plaintiff and against the defendant in terms of compromise application as well as today's order which shall form part of the decree sheet.
10. The undertakings of the defendants through Mr. C.T. Anoop Kumar, Director of the defendant, for himself and on behalf of Board of Directors of the defendant as contained in the application are accepted and the defendant, Mr. C.T. Anoop Kumar and the other Directors of the plaintiff are ordered to be bound thereby and through counsel made aware of consequences of breach of undertaking given to the Court.
11. The parties are left to bear their own costs.  
Decree sheet be drawn up.  
No costs.

**RAJIV SAHAI ENDLAW, J**

**FEBRUARY 15, 2018/‘gsr’..**

*CS(COMM) 392/2017*

*Page 2 of 2*