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

+ CS(COMM) 560/2017 & IAs No.17939/2011 & 17081/2012 (both of defendants u/S 124 of Trade Marks Act), 17202/2015 (u/O XXXIX R-2A CPC) & 378/2018 (u/S 151 CPC) & IA No._____/2018 (under Order XXIII Rule 3 CPC).

CHOICE HOTELS INTERNATIONAL INC Plaintiff

Through: Ms. Abhilasha Nautiyal and Ms. Pankhuri Malik, Advs.

Versus

M SANJAY KUMAR AND ANR Defendants

Through: Ms. Nishtha Khurana, Adv. for D-1&2.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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10.01.2018

1. The counsel for the sole plaintiff and the counsel for both the defendants, i.e. the defendant No.2 Hotel Raj Comfort Inn, Secunderabad, Andhra Pradesh of which the defendant No.1 is the Managing Director, state that all the disputes subject matter of this suit have been amicably settled between the parties and though an application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 along with terms of settlement sought to be kept confidential and filed in a sealed envelope was sought to be filed but the Registry of this Court refused to accept the same.

2. The counsel for the plaintiff is permitted to hand over the application in the Court and has handed over the same and the same be got numbered.

3. The counsel for the parties state that the application is signed by the representative of the plaintiff and by defendant No.1 for himself and for defendant No.2 and is supported by their affidavits.
4. The parties in the said application have stated that they have resolved all their disputes and differences subject matter of the suit on the terms contained in the agreement which has been agreed to be kept confidential and is filed along with the application in a sealed envelope.
5. The counsels for the parties state that the parties shall abide by the terms of the said agreement and undertake to this Court to the said effect.
6. The counsels seek acceptance of the respective undertakings as contained in the agreement sought to be kept confidential and disposal of the suit in terms of the compromise.
7. I have enquired from the counsels, how I can express my satisfaction of the agreement to be lawful and decree the suit in terms thereof, without perusing the terms of the settlement.
8. The counsels have in Court, only for perusal, handed over a photocopy of the agreement filed before this Court in a sealed envelope and state that the photocopy shown to the Court is a true copy of the original contained in the sealed envelope.
9. I have perused the terms of the photocopy of the agreement.
10. The compromise arrived at between the parties is found to be lawful and though I do not find anything confidential about it but since the parties have agreed, allow the same to be filed in a sealed envelope allow the application under Order XXII Rule 3 CPC.

11. Accordingly, (I) the undertakings of the respective parties contained in the application and in the agreement contained in the sealed envelope are accepted; and, (II) a decree is passed in favour of the plaintiff and against defendants in terms of the compromise application and the agreement contained in the sealed envelope.

12. Decree sheet be drawn up.

13. All pending applications are also disposed of in terms of above.

RAJIV SAHAI ENDLAW, J.

JANUARY 10, 2018

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