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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 614/2017

JINDAL STAINLESS (HISAR) LTD. Plaintiff
Through: Mr. Pravin Anand, Advocate with
Mr. Achuthan Sreekumar, Advocate.

versus

DILIP K MAHESHWARI & ANR Defendants
Through: Mr. A.K. Trivedi, Advocate with
Mr. Naveen Kumar, Advocate for
defendant No.2.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

ORDER

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29.01.2018

I.A.1145/2018 in CS(COMM) 614/2017

Learned counsel for defendant No.2-applicant wishes to withdraw the present application in view of the matter having been amicably resolved.

Consequently, present application is dismissed as withdrawn.

CS(COMM) 614/2017 & I.As. 10702/2017 & 13338/2017

Present suit has been filed for permanent injunction restraining infringement of registered trade marks, passing off, dilution and tarnishment of trade mark, damages, rendition of accounts, delivery up, declaration of Well known status etc.

On 15th November, 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 Ms.Veena Ralli, Advocate-Mediator.

A Settlement Agreement has been executed between the parties on 19th December, 2017.

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 23 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 19th December, 2017 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 an authorised representative of the plaintiff a certificate authorizing it to receive back from the Collector full amount of the Court fee paid by them in the present suit.

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

MANMOHAN, J

JANUARY 29, 2018

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