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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 795/2017 & I.A. 13526-13527/2017, I.A. 1952/2018

BISHENG INTERNATIONAL CO. AND ANR Plaintiffs

Through Mr. Vitramaditya Singh with
 Ms. Azra Rehman and Ms. Alisha
 Tanda Panda, Advocates

versus

GNX FOOTWEAR AND ANR Defendants

Through Mr. Anshuman with Ms. Priyanka
 Parida, Advocates for D-1.
 Mr. Alok Bhachawat with
 Mr. Shailendra Singh, Advocates for
 D-2.

CORAM:**HON'BLE MR. JUSTICE MANMOHAN****ORDER**

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10.05.2018

The present suit has been filed for permanent injunction restraining infringement of trademark, passing off, damages etc.

On 13th December, 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. Amiet Andlay, Advocate-Mediator and Mr. Abhimanyu Chopra, Advocate-Co-Mediator.

A Settlement Agreement has been executed between the parties on 25th April, 2018.

In the forwarding note, the Mediators have pointed out that there is contradiction between Clause 7(x) and Clause 8 of the aforesaid Settlement Agreement.

Today, both the counsel have agreed to delete Clause 7(x) to the Settlement Agreement. Accordingly, the said Clause has been struck off and both the counsel have initialled the change.

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 23 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 25th April, 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 an authorised representative of the plaintiffs a certificate authorizing him/her 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

MAY 10, 2018
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