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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **CS(COMM) 103/2019 & I.A. 2888/2019****CERA SANITARYWARE LIMITED Plaintiff**Through **Mr. Chander M. Lall, Senior
Advocate with Dr. Rushang Mehta,
Ms. Nancy Roy and Mr. Naresh
Kaushik, Advocates**

versus

M/S H.S.I.L. LIMITED & ORS. DefendantsThrough **Mr. Manav Gupta with
Ms. Prabhsahay Kaur, Ms. Esha
Dutta, Mr. Sahil Garg and
Mr. Devang Kumar, Advocates for
D-1.****CORAM:****HON'BLE MR. JUSTICE MANMOHAN****ORDER**% **07.03.2019**

At the outset, learned senior counsel for the plaintiff, wishes to delete defendant no. 2-Google India Pvt. Ltd. and defendant no. 3-Google Inc./Google LLC from the array of parties. Let an amended memo of parties be filed within one week.

Today in Court, learned senior counsel for the plaintiff and learned counsel for defendant no. 1-HSIL have handed over a settlement agreement dated 3rd March, 2019 executed between the said parties. The same is taken on record.

Learned counsel for the parties pray that present settlement agreement be treated as an application under Order 23 Rule 3 CPC. Ordered accordingly.

The settlement agreement is duly signed by learned counsel for the plaintiff and defendant no. 1 as well as by the said parties.

Both the learned counsel state that the matter has been compromised in accordance with the terms mentioned in the settlement agreement dated 3rd March, 2019.

Both the learned counsel further assure and undertake to this Court that the parties shall comply with the settlement terms mentioned in the aforesaid settlement agreement. They however voluntarily clarify that the said settlement agreement shall not prejudice or bind Google India Pvt. Ltd. as well as Google Inc./Google LLC.

The aforesaid statements, assurances and undertakings given by learned counsel for the plaintiff and defendant no. 1 are accepted by this Court and said parties are held bound by the same.

This Court has also perused the settlement agreement dated 3rd March, 2019 and is of the opinion that the same is lawful.

Consequently, the suit is decreed in accordance with the settlement agreement dated 3rd March, 2019, which is marked as Ex. C-1.

However, it is clarified that the issue of infringement and use of the registered trade mark by the parties participating in the ad word programme of Google is left open. At the cost of repetition, it is clarified that the rights and contentions of Google India Pvt. Ltd. and Google Inc./Google LLC are left open.

Registry is directed to prepare a decree sheet accordingly.

Registry is also directed to issue to an authorised representative of the plaintiff a certificate authorizing him/her to receive back from the Collector full amount of the Court fee paid by it in the present suit.

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

MANMOHAN, J

MARCH 07, 2019

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