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

+ **CS(COMM) 573/2018, I.A. 7917-7919/2011**

VEEPLAST HOUSEWARE PRIVATE LTD

..... Plaintiff

Through: Mr. Surinder Singh, Advocate.

versus

M/S BONJOUR INTERNATIONAL & ANR

..... Defendants

Through: Ms. Neelam Pathak, Advocate with
Ms. Saltanat, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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30.04.2019

I.A. No. 6142/2019 (under Order 23 Rule 3 CPC)

1. This is a joint application filed on behalf of the parties seeking a compromise decree on the basis of the settlement arrived at between the parties.

2. Parties by way of this joint application state that they have settled their disputes in view of the Settlement terms mentioned in the application. The counsel for the parties support the Settlement terms and seek decree in terms thereof. The application is signed by the parties and duly supported by affidavits of their authorized signatories. The application also bears the signature of the learned counsels of both the parties.

3. I have perused the terms of the settlement as mentioned in the application and the same read as under:-

“2.1 The Defendants (which term includes their directors, partners, principles, employees, agents, distributors, franchisees, representatives, legal heirs, assigns and successors in business as the case may be, jointly as well as severally) admit that the Plaintiff is the proprietor of the Design of "Water Jug" which has duly been Registered in favour of the Plaintiff under Design no. 194990 in class 07-01 dated March 25, 2004.

2.2 The Defendants undertake before this Hon'ble Court that they will, henceforth, not manufacture, sell, market, advertise or in any other manner use / apply the Plaintiffs Registered Design No. 194990 to any of their product(s) / article(s) and further the Defendants shall not use/ apply any other design which may be identical and/or confusingly/deceptively similar to Plaintiffs registered Design No. 194990 which shall be amounting to infringement of Registered Design of the Plaintiff.

2.3 The Defendants further undertake before this Hon'ble Court that they shall not use the design of Water Jug ("Impugned Design") as placed on record by the Plaintiff at Page No. 1 to 3 under List of Documents dated 15.05.2011 filed along with the Plaint.

2.4 The Defendants also undertake before this Hon'ble Court that they shall withdraw/ surrender the Design No. 235800 in class 07-01 for the impugned design of "Water Jug" registered in the favour of the Defendants subsequent to the Registered Design no. 194990 of the Plaintiff.

2.5 The Defendants have assured the Plaintiff that they are not in possession of any further stock of Water Jug under the impugned Design.

2.6 The Defendants also undertake before this Hon'ble Court that they shall use the design No. 239881 in Class 07-01 for the design of "WATER JUG" in the name of BONJOUR INTERNATIONAL, (a Partnership firm) having office at 15UA Jawahar Nagar, Delhi-110007, India, whose partner are Raman Gupta, Rajesh Kumar -76 Gupta and Reena Gupta of 384, Deepali, Pritampura, Delhi-110034.

2.7 The Defendants have agreed and have no objection to suffer a decree of permanent injunction in terms of the paragraph no. 28 (a) of the plaint.

2.8 In consideration of the undertakings tendered by the Defendants hereinabove, the Plaintiffs agree to forego the relief(s) of damages, delivery up, costs of the present proceedings against the Defendants made in paragraph 28 (b) to (e) of prayer clause of the suit.”

4. The terms as noted above are lawful and accordingly the suit is decreed in terms of the settlement arrived at between the parties. The application shall form the part of the decree. Decree sheet be drawn up. The parties shall remain bound by the terms of the settlement as mentioned in the application.

SANJEEV NARULA, J

APRIL 30, 2019

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