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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 713/2018 & IA No.3412/2018 (u/O XXXIX R-1&2 CPC)
BHARATI BHAWAN (PUBLISHERS & DISTRIBUTERS)..Plaintiff
Through: Ms. Geetanjali Visvanathan & Ms. P.
Sharma, Advs.

Versus

PRAKASH MEHTA & ORS Defendants

Through: Ms. Vatsala Singh, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

21.01.2019

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1. The parties to this suit for permanent injunction restraining infringement of copyright, passing off and for ancillary reliefs, were vide order dated 29th August, 2018 referred to the Mediation Cell of this Court.
2. Mediation has been successful with the efforts of Mr. Anuj Aggarwal, Advocate / Mediator and a Settlement Agreement dated 30th November, 2018 purporting to have been executed by the parties, their advocates and the mediator has been received from the Mediation Cell of this Court.
3. The counsel for the plaintiff M/s Bharati Bhawan (Publishers & Distributers) and the counsel for the defendants no.1 to 3 viz. (i) Prakash Mehta, (ii) Yash Mehta; and, (iii) Prakash Book Depot confirm that the Settlement Agreement is signed by the parties and / or their authorized representatives.
4. The defendant no.4 Dr. H.C. Verma was added as a proforma defendant, being the author of the works copyright wherein was sought to be enforced by this suit. The counsel for the plaintiff states that no relief was

claimed against the said Dr. H.C. Verma and he was only impleaded as a proper party.

5. The counsels also state that the name of the defendant no.2 was wrongly mentioned in the memo of parties as Yash Mehta instead of the correct name i.e. Mr. Yatish Mehta. It is also stated that it is the defendant no.2 Mr. Yatish Mehta who is the owner and proprietor of the defendant no.3 Prakash Book Depot and he is the son of defendant no.1 Prakash Mehta.

6. I have perused the settlement arrived at between the parties and find the same to be lawful.

7. A decree is passed in favour of the plaintiff and jointly and severally against the defendants, with the name of the defendant no.2 being Yatish Mehta, of permanent injunction and of recovery of monies as contained in the Settlement Agreement dated 30th November, 2018, leaving the parties to bear their own costs.

8. Decree sheet be drawn up.

9. A certificate entitling the plaintiff to refund of court fees paid less Rs.10,000/- be issued and handed over to the counsel for the plaintiff.

RAJIV SAHAI ENDLAW, J.

JANUARY 21, 2019

‘gsr’..