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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 1018/2018 & I.A. 9164/2018, I.A. 13478/2018

LOTTO SPORT ITALIA S.P.A. & ANR. Plaintiffs

Through Ms. Prakriti Shama, Advocate

versus

NIRMAL & ANR.

..... Defendants

Through Mr. Pradeep Dhingra, Advocate

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

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22.01.2019

The present suit has been filed for permanent injunction restraining infringement and dilution of the trade mark, passing off, unfair competition, infringement of copyright, damages etc.

On 24th September, 2018, 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. Swati Setia, Advocate-Mediator.

A Settlement Agreement has been executed between the parties on 14th December, 2018.

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 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 14th December, 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

JANUARY 22, 2019

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