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

+ CS(COMM) 1148/2018

SANDISK LLC & ANR. Plaintiffs

Through Mr.Prithvi Singh with Mr.Karan
Kamra, Advocates.

versus

M/S V CLASS ACCESSORIES & ANR. Defendants

Through Mr.Nishant Nigam with Mr.Anubhav
Tyagi, Advocates.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

ORDER
% **18.03.2019**

The present suit has been filed for permanent injunction restraining infringement of trademarks and copyright, rendition of accounts of profit, delivery up, damages etc.

On 12th December, 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 Mr.Rajan Tyagi, Advocate-Mediator. A Settlement Agreement has been executed between the parties on 13th March, 2019.

Today the cheques mentioned in Para 5 (g) of the Settlement Agreement dated 13th March, 2019 have been handed over by learned

counsel for the defendants to learned counsel for the plaintiffs.

Learned counsel for the defendants assures and undertakes to this Court that the aforesaid cheques are good for payment. He further assures and undertakes to this Court that the Cheque No.952628 shall be replaced with a new cheque within one week.

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 XXIII 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 XXIII 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 13th March, 2019 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 the full amount of the Court fee paid

by them in the present suit.

With the aforesaid observations, the present suit stands disposed of.

MANMOHAN, J

MARCH 18, 2019

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