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

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CS(COMM) 1174/2018 & I.A. 14132/2018

TOMMY HILFIGER EUROPE B.V. .... Plaintiff

Through: Mr. Dhruv Anand, Advocate with  
Ms. Udit Patro and Mr. Nischay Mal,  
Advocates.

versus

MR. NOOR ALAM & ORS. .... Defendants

Through: Ms. Nupur Lamba, Advocate with  
Ms. Surbhi Singh, Advocate for  
defendant No.1.  
Mr. Satyam Bhatia, Advocate with  
Mr. Akshaya Agarwal, Advocate for  
defendants No.2 and 4.  
Mr. Parinav Gupta, Advocate with  
Mr. Moazzam Ali, Advocate for  
defendant No.4.

**CORAM:**

**HON'BLE MR. JUSTICE MANMOHAN**

**ORDER**

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**08.02.2019**

Present suit has been filed for permanent injunction restraining infringement of trade marks, passing off, unfair competition, dilution, tarnishment, damages as well as for rendition of accounts and delivery up.

On 22<sup>nd</sup> November, 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. Sangeeta Sondhi, Advocate-Mediator.

A Settlement Agreement has been executed between the parties on 17<sup>th</sup> January, 2019.

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 17<sup>th</sup> January, 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 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.

Learned counsel for the plaintiff is granted leave to approach the Reserve Bank of India in accordance with law for remittance of monies paid by the defendants to the plaintiff.

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

**MANMOHAN, J**

**FEBRUARY 08, 2019**

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