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

+ CS(COMM) 695/2019 with I.A. 17877/2019 & I.A. 17878/2019

CDE ASIA LIMITED

..... Plaintiff

Through: Mr. Ankur Sangal, Advocate with
Ms. Pragya Mishra, Ms. Richa
Bhargava, Advocates

versus

HAILSTONE INNOVATIONS

PRIVATE LIMITED

..... Defendant

Through: Mr. Yatin Grover, Advocate
alongwith Mr. Prateek Kumar and
AR, Sooraj Cherukat.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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03.03.2020

1. Learned counsel for the defendant states that the impugned products "Aquawash-100" and "Aquawash-150" were never in fact manufactured by the defendant, and the defendant has no intention to manufacture any such product.
2. In these circumstances, he submits that the defendant has no objection to the suit being decreed in terms of paragraph (a) to (e) of the prayer clause of the plaint. Learned counsel for the plaintiff states that the plaintiff is also agreeable to disposal of the suit on this basis, and does not press any of the other reliefs.
3. In view of the above, the statement of Mr. Sooraj Cherukat, Manager (Operations and Strategy) of the defendant-company, who is present in Court, has been separately recorded.

4. Having regard to the statement of the authorised representative of the defendant, and submission of learned counsel for the parties, the suit is decreed in favour of the plaintiff in terms of prayers (a) to (e) of the plaint. No other relief is pressed by the plaintiff. Decree sheet be prepared accordingly.
5. In view of the fact that the suit has been settled at a preliminary stage, before the commencement of trial, the plaintiff is entitled to refund of 50% court fees under Section 16A of the Court Fees Act, 1870.
6. The suit alongwith pending applications stand disposed of.

PRATEEK JALAN, J

MARCH 03, 2020

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