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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **CS(COMM) 165/2021****M.S RANGARSON EXPORTS** Plaintiff

Through: Ms. Aritra Das and Mr. Ankit Choubey, Advs.

versus

VARUN SHARMA & ANR. Defendants

Through: Ms. Koonal Tanwar, Adv.

CORAM:**HON'BLE MR. JUSTICE C.HARI SHANKAR****JUDGMENT (ORAL)**

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14.09.2023

(Through Video-Conferencing)

CS(COMM) 165/2021

1. Learned Counsel are present for both the sides. The disputes between the parties stand settled with the intervention of the Delhi High Court Mediation and Conciliation Centre. Settlement Agreement dated 26 July 2023 is on record. The terms of settlement read thus:

“5.1. The Second Party undertakes that they will not approach the First Party’s clients mentioned in Annexure- 2 of the present Settlement Agreement, as far as it relates to any form of intellectual property belonging to the First Party in relation to the subject matter of the present suit. It is also clarified and understood between the parties that in the event the Second Party does any act so as to cause the First Party to be in a direct or substantial breach of any Non-Disclosure Agreement(s) pertaining to the Intellectual Property which is the subject matter of the present suit, executed by the First Party with its other foreign clients, the Second Party will indemnify the First Party with respect to any losses, damages or decrees that the First Party may suffer only arising out of any action by such foreign clients.

Signature Not Verified

5.2. The Second Party acknowledges that the photographs filed

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By: HARIOM
Signing Date: 15.09.2023
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along with the Suit (except the photographs filed on page no's 176, 177 and 288) also enclosed as Annexure-3 is the First Party's intellectual property and they shall not do any act which may cause an infringement thereof such as publishing, marketing or commercially exploiting them or using them for promotional purposes(including, but not limited to) uploading them on any websites including www.sarvasya.co.in or any future website as well.

5.3. The Second Party also agrees that from the date of the present Settlement Agreement the overall look and feel of their current website (www.sarvasya.co.in) or any future website under a different 'domain name' which may belong to the Second Party will not be similar to the First Party's website.

5.4. The Second Party also agrees that their website will contain a prominent disclaimer stating as, ***"Sarvasya International does not claim any connection, affiliation or association with Rangarsons"***.

5.5. The above disclaimer will be effective for a period of 3 years from the date of execution of this Agreement following which the Parties may in good faith review the necessity of it being further continued to be maintained by the Second Party.

5.6. The Second Party also agree to not represent themselves to be associated, affiliated or connected-with the First Party in any manner whatsoever, while soliciting business or otherwise.

5.7. The undertaking given herein shall be binding on all the legal heirs, representatives, assigns-in-business of both the parties henceforth.

5.8. Basis the afore stated action to be done by the Second Party, the First Party undertakes to forego its claims for any costs and damages from the Second Party as stipulated in prayer paragraph no. D and E of the plaint, which are reproduced herein below:-

"D. Pass a decree of rendition of accounts of profits illegally earned and damages against the Defendants jointly and severally conservatively valued at Rs. 3,00,00,100/-

E. Award costs of the proceeding in favor of the plaintiff and against the Defendants; and/or "



5.9. That parties have agreed that the said commercial suit seeking injunction against disclosure or use for their own benefit by the Defendants of Plaintiffs Confidential Information, injunction against infringement of Plaintiff s copyrights, rendition of account, etc. being CS(COMM) No. 165 of 2021 may be disposed of as compromised by Hon'ble High Court of Delhi in view of the terms and condition of the present Settlement Agreement.

5.10. The Parties declare that none of them owe each other any amount of money towards the execution of this Settlement Agreement in accordance with its terms and conditions.

5.11. The Parties declare to have read and understood the entire Agreement and to agree to all of its terms.

5.12. This Agreement shall be binding on the Parties, their principal officers, partners, employees, agents, servants, successors in interest, title, and present and future, assignees or acquirers, including any acquirer of substantially all of the assets of a Party.”

2. The parties are represented by learned Counsel who undertake on behalf of their respective clients to abide by the terms of settlement.

3. The Court has perused the terms of settlement and finds them to be in order and plausible.

4. As such, nothing survives for adjudication in the present suit. The suit stands decreed in terms of the aforesaid Settlement Agreement dated 26 July 2023, by which the parties shall remain bound.

5. The decree-sheet be drawn up by the Registry.

6. The plaintiff shall be entitled to refund of the court fee, if any,



deposited by it.

I.A. 5146/2021(Order XXXIX Rules 1 and 2 of the CPC) and I.A. 7284/2021(Order XXXIX Rule 4 of the CPC)

7. These applications do not survive for consideration and stand disposed of.

C.HARI SHANKAR, J

SEPTEMBER 14, 2023

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