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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 + CS(COMM) 336/2021, I.A. 8898/2021, I.A. 10687/2021 & I.A. 11626/2021

MAKEMYTRIP INDIA PRIVATE LIMITED Plaintiff
 Through: Mr. Mohit Goel, Mr. Sidhant Goel and Mr. Deepankar Mishra, Advs.

versus

SUPERB MY TRIP PVT. LTD. Defendant
 Through: Mr. Saurabh Bhargavan and Mr. Christopher Panengad, Advs.

CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)

% **06.07.2023**

1. The disputes between the parties stand settled.
2. The settlement agreement dated 20 March 2023, drawn up under the aegis of Delhi High Court Mediation and Conciliation Centre, has been placed on record. The terms of settlement read thus:

“1. Both the parties shall put each other's trade mark in the negative keyword list on the Google Ads Program with 'Phrase Match' setting at Account level;

2. Both the parties shall apply the same setting on all future Google Ads Accounts created by them;

3. In case either of the party's sponsored advertisement appears on the Google Search Engine on a trade mark search term of the other party, the aggrieved party shall communicate the same



to the other party with proof. Both the parties shall help each other in ensuring that their sponsored advertisements do not appear on other party's search term; and

4. Despite applying the remedies outlined hereinabove, if due to Google's policies/Algorithm the trade mark of either of the party has been displayed on the Google Search Engine of the other party then the aggrieved party shall take it up with Google and find a resolution from them. Further, both the parties shall follow the guidelines laid down by google for Google Ads Program.

5. That to the extent it is required to be submitted before the Hon'ble Court, Parties agree and understand that the present Settlement Agreement is a highly confidential document and shall not be processed or published in any manner whatsoever by way of a press release or any other publication for wide circulation which shall be detrimental to the interest of either the Parties.

6. That it is also agreed between the Parties that the First Party shall make an application for or make an oral prayer seeking refund of court fee under section 16 of the Court Fees Act, 1860, simultaneously with the Parties seeking disposal of the pending Commercial suit in accordance with terms of this Settlement Agreement.

7. That the Parties further represent and warrant that their respective signatories are duly authorized and have full capacity to execute this Settlement Agreement.

8. That further it is understood and agreed by the Parties that pursuant to the execution of this Settlement Agreement all the disputes and differences arising out of the disputes in the present Commercial Suit are amicably resolved by giving consent to this Settlement Agreement, the Parties hereto state that they have no further claims against each other and have settled their disputes and differences voluntarily through the process of Mediation.

9. Both the Parties further agrees that the present Settlement Agreement will not prejudice the rights and contentions of the Parties in any other litigation.

10. That the Parties undertake that they shall be bound by this Settlement Agreement and will abide by the terms and conditions set out in the Settlement Agreement in letter and spirit and upon signing this Settlement Agreement there will be no claims and disputes left between the Parties arising out of this Commercial Suit.”



3. Learned Counsel for the parties are present. They undertake on behalf of their respective clients to abide by the terms of settlement.
4. The Court has perused the terms of settlement and found them to be lawful and in order.
5. In view of the aforesaid, nothing further survives for adjudication in the suit.
6. The suit stands decreed in terms of the settlement agreement dated 20 March 2023.
7. Let a decree sheet be drawn up by the Registry accordingly.
8. The plaintiff shall be entitled to refund of court fees, if any, deposited by it.

C.HARI SHANKAR, J

JULY 6, 2023

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