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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 425/2021, IA 11591/2021 (Order XXXIX Rules 1 and 2 of the CPC), I.A. 7428/2022 (Order I Rule 10 of the CPC), I.A. 7673/2022 (Order XXXIX Rule 4 of the CPC)

RELAXO FOOTWEARS LIMITED Plaintiff
Through: Mr. Saif Khan and Mr. Shobhit Aggarwal, Advs.

versus

NIKHIL FOOTWEARS & ANR. Defendants
Through: Mr. Vaibhav Vutts, Advs.

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

JUDGMENT (ORAL)
14.02.2023

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CS(COMM) 425/2021 and IA 2894/2023 (Order XXIII Rule 3 of the CPC)

1. The disputes between the parties stand settled in the following terms:

“(i) The defendants acknowledge and recognize the plaintiff’s sole and exclusive proprietary rights and interests in the plaintiff’s designs being **Product – 1 to Product – 9** (as annexed with the plaint), which are subject matter of the captioned suit i.e., C.S. (Comm.) 425 of 2021.

(ii) The defendants undertake that shall never use for manufacturing, marketing, distributing, selling (online/offline/directly or indirectly), offering for sale, advertising, or howsoever otherwise, dealing in any product in any other manner referred to as **Product – 1 to Product – 7** to the plaint and/or any other products, bearing designs which are an obvious or fraudulent imitation of plaintiff’s aforesaid designs, amounting to infringement/piracy of registered designs, as applicable, through its assigns, franchisees, agents, or any entity incorporated by the defendants or anyone acting for and on their behalf.

(iii) The defendants undertake that in future, they shall never use for manufacturing, marketing, distributing, selling (online/offline/directly or indirectly), offering for sale, advertising, or howsoever otherwise, dealing in any product in any other manner referred to as **Product – 1 to Product – 9** in the plaint and/or any other products, bearing getup/trade dress which are an obvious or fraudulent imitation of plaintiff's aforesaid products amounting to passing off, through its assigns, franchisees, agents, or any entity incorporated by the defendants or anyone acting for and on their behalf.

(iv) The Parties subject to the aforementioned, have agreed that the Commercial Suit for Infringement of design, passing off, unfair competition, delivery up, rendition of accounts, damages, etc. being C.S. (Comm) 425 of 2021, shall be decreed by the Hon'ble High Court of Delhi, in favour of the Plaintiff and against the Defendants in terms of the prayer clause (a) and (b) of Para 40 the Plaint.

(v) The Defendants hereby declare and confirm that they are not in possession of any stock of the impugned products being **Product 1 to Product 9**. The Plaintiff accepts the statement made in this regard and hereby agrees to give up its claim in the prayer in Para 40 (c) of the plaint.

(vi) The Defendants (both Defendant No. 1 and Defendant No. 2) agree to pay the Plaintiff a one time and total combined amount of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand only) as part litigation cost, which is being paid by way of Cheque/DD No 000045 drawn on IDFC First Bank.

(vii) In view of the aforesaid undertakings, assurances and declarations by the Defendants, the Plaintiff agrees to forego its claim against the Defendants on account of damages for losses suffered by it and rendition of account of profit, etc. in terms of the prayer in Para 40 (d) and (e) of the plaint.”

2. Learned Counsel, who are present in Court, agree on behalf of their respective clients to abide by the aforesaid terms of settlement.

3. As such, nothing survives for adjudication in the present suit and the counter-claim. The suit is accordingly decreed in terms of the aforesaid terms of settlement. Let a decree-sheet be drawn up by the Registry accordingly. Miscellaneous applications are also disposed of.

4. Both sides would be entitled to refund of the court fee, if any, deposited by them.
5. Mr. Vutts, learned Counsel for the defendants, has handed over in Court, a cheque to Mr. Khan, learned Counsel for the plaintiff, for ₹ 1.5 lakhs in terms of the aforesaid settlement.
6. Order to be uploaded on the website of this Court within 24 hours.

FEBRUARY 14, 2023
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C.HARI SHANKAR, J

