



2023:DHC:7676



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 661/2021 & I.A. 16765/2021, I.A. 1364/2022**
ORIENT ELECTRIC LIMITED Plaintiff
Through: Mr. Gautam Wadhwa, Adv.

versus

CROMPTON GREAVES CONSUMER ELECTRICALS LIMITED Defendant
Through: Ms. Saumya Bajpai, Adv.

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

ORDER (ORAL)
18.10.2023

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1. The dispute between the parties stands settled with the intervention of the aegis of the Delhi High Court Mediation and Conciliation Centre.

2. The Settlement Agreement dated 10 October 2023 has been placed on record.

3. The terms of Settlement Agreement reads as under:

"1. The First Party declares that it has ceased the manufacturing of fans bearing the Norton Fan Design and undertakes that it shall hereinafter not manufacture any fans bearing the Norton Fan Design. For clarity, it is noted that First Party had last manufactured fans bearing the Norton Fan Design on 21.12.2022 under batch No. 0000999966.

2. The Second Party agrees and acknowledges that First Party shall be entitled to market and sell existing inventory of the fans bearing the Norton Fan Design until expiry of six (6) months from the execution of the Settlement Agreement ("Inventory Sell-Off

Signature Not Verified

Digitally Signed
By: HARIOM
Signing Date: 19.10.2023
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Period"). After expiry of the Inventory Sell-off Period, the First Party shall cease all marketing and sale of fans bearing the Norton Fan Design. It is however clarified that First Party shall not be under any obligation to recall any products that it may have already sold prior to the expiry of the Inventory Sell-off Period, including those which are in the chain of distribution.

3. The First Party agrees and undertakes that within ten (10) days of the execution of the present Settlement Agreement, the First Party shall withdraw the application for cancellation of the registered design under no. 331111-001 of the Second Party.

4. The Second Party hereby represents and warrants to the First Party that it has not initiated any action for cancellation of the registered design no. 261131 of the First Party.

5. The First Party hereby releases, waives, acquits and forever discharges the Second Party (and any party claiming through (he Second Party) against any and all claims, demands, damages, liabilities, losses, obligations, remedies, and causes of action in respect of use of the Gianna Fan Design by the Second/Party, including as raised in the Suit.

6. The Second Party hereby releases, waives, acquits and forever discharges the First Party (and any party claiming through the First Party) against any and all claims, demands, damages, liabilities, losses, obligations, remedies, and causes of action in respect of use of the Norton Fan Design by the First Party, including as raised under the Counter Claim.

7. The Parties agree that they shall jointly file an appropriate application and/or request the Hon'ble Court to decree the Suit being CS (COMM) No. 661 of 2021 and Counter Claim being CC (COMM) No. 9 of 2022 in terms of the present Settlement Agreement and refund the court fees or any part thereof to the First Party and Second Party in respect of the Suit and the Counter Claim, respectively, in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908.

8. The Parties agree that they have amicably settled all their disputes against each other, and they have executed the present Settlement Agreement by their free will and volition without any force or pressure from anybody.

9. The settlement under this Settlement Agreement is being arrived at by the Parties of their free will. Nothing contained herein shall be construed as acceptance or admission by either Party of any claims raised by the other Party in the Suit or the Counter



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Claim or any admission of liability in relation thereto.

10. The Parties further agree that the statements made by them in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party may be held liable for Contempt of Court under the Contempt of Courts Act, 1971.

11. The Parties undertake to present themselves before the Hon'ble Court during the physical/virtual court hearing confirming the terms of the Settlement Agreement.

12. By signing to this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and have settled their disputes and differences amicably through the process of Mediation qua the present Suit CS (COMM) No 661/2021 and Counter Claim CC (Comm) No 9 of 2022;

13. That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in this Settlement Agreement.”

4. Both sides are represented by learned Counsel who undertake on behalf of their respective clients to abide by the terms of settlement.

5. The Court has perused the terms of settlement and find them to be lawful and in order.

6. As such, nothing survives for adjudication in the present suit.

7. The suit stands decreed in terms of the aforesaid Settlement Agreement by which the both parties shall remain bound.

8. Let a decree sheet be drawn up accordingly.



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9. The plaintiff shall be entitled to refund of court fees, if any, deposited by it.

C. HARI SHANKAR, J.

OCTOBER 18, 2023

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Click here to check corrigendum, if any