



2023:DHC: 7411



\$~10

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 1181/2018, CC(COMM) 44/2018, I.A. 14485/2018, I.A. 14486/2018, I.A. 14513/2018, I.A. 14514/2018, I.A. 13305/2019 & I.A. 1431/2020

KENT RO SYSTEM LTD.& ANR. Plaintiffs
Through: Mr. Deepanshu Nagar, Adv.

versus

ANIL GUPTA & ORS. Defendants
Through: Mr. Rahul Vidhani and Ms. Elisha Sinha, Advs.

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

ORDER (O R A L)
09.10.2023

%

CS(COMM) 1181/2018

1. The dispute in the present case stands settled with the intervention of the Delhi High Court Mediation and Conciliation Centre.

2. Settlement agreement dated 26 July 2023 is on record.

3. The terms of settlement read thus:

“a. That the Second Party hereby undertakes not to manufacture or sell the RO systems, which were hitherto being manufactured and sold by the Second Party as COSMOS N1 and COSMOS S1 the design of which are depicted in para 15 at page 11 and 12 of the amended Plaint in CS(Comm)1181 of 2018 [Copy



2023:DHC:7411



of relevant pages are annexed herewith as ANNEXURE-G (COLLY.)] so long as Intellectual Property Rights in Kent Grand Plus and Kent Ace products which are the subject matter of present Suit subsists in favor of the Plaintiffs.

b. Upon signing of this Settlement Agreement, The First Party will withdraw the suit bearing CS(Comm) 1181/2018, and the Second Party will withdraw the counter claim bearing no. CC (Comm) 44 of 2018 and Second Party shall not object sale of Kent Wonder by First Party.

c. The First Party undertakes to withdraw the Design Cancellation Petition against the Second Party's design registration no. 313726-003 in class 23-01 within one month of the execution of the present settlement agreement and shall not initiate any other action for cancellation or challenge the said design.

d. The Second Party shall withdraw the design cancellation petitions against the registrations of the First Party bearing no. 219309, 235220, 260986 in class 23-01 within one month of the execution of present settlement agreement and shall not initiate any other action for cancellation or challenge the said designs.

e. The First Party however reserves its rights to initiate action against the Second Party in case the Second Party is found to violate the terms & conditions herein.”

It may be noted that, in the terms of settlement, Plaintiffs 1 and 2 are collectively referred to as the First Party and Defendants 1 to 4 are collectively referred to as the Second Party.

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

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



2023:DHC:7411



6. In view thereof, nothing survives for adjudication in the present suit.
7. The suit stands disposed of in terms of the aforesaid settlement agreement dated 26 July 2023. All pending applications also stand disposed of.
8. Let a decree sheet be drawn up accordingly.
9. The plaintiff would be entitled to refund of Court fees, if any, deposited by it.

C.HARI SHANKAR, J

OCTOBER 9, 2023

ar