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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 130/2023 & IA 4611/2023**

JOCKEY INTERNATIONAL INC Plaintiff

Through: *Appearance not given.*

versus

M/S FEMI & ORS. Defendants

Through: **Mr. Shaikh Bakhtiyar, Advocate**

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER
13.02.2024

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IA. 3341/2024 (Order XXIII Rule 3 read with section 151 of the Code of Civil Procedure, 1908) and CS(COMM) 130/2023

1. This is a joint application on behalf of Plaintiff and Defendant Nos.1-5, under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, seeking a decree on consent terms.

2. The parties have resolved the disputes, which are subject matter of the present suit, and the terms of settlement has been enumerated in paragraph 2(i) to 2(x) of the application. Parties gave agreed for the suit to be decreed in terms of prayer as mentioned in paragraph 4 of the application. The application is duly supported by affidavits of authorized representative of Plaintiff and affidavits of Defendants No.1-5. The counsels present in the proceedings have identified the signatures of their clients and confirmed the



terms of settlement and seek a consent decree accordingly.

3. The Court has perused the terms of settlement and finds the same to be lawful.

4. Accordingly, the suit is decreed in favour of the Plaintiff and against the Defendant Nos. 1-5 in terms of the settlement delineated in the application. The decree shall be passed in favour of the Plaintiff in terms of Paragraph 44 (a)- 44 (d) of the plaint read with the terms of settlement in the application which shall form part of the decree.

5. With respect to the infringing goods which were seized by the Local Commissioner, the same shall be inspected by the representative of the Plaintiff and the goods which are found to be genuine, supported by the purchase bills, can be utilised by the Defendants. As regards the Infringing goods, the Plaintiff shall remove the tags/label/logos on them and thereafter donate the same to any NGO.

6. The parties shall remain bound by the terms and conditions of the settlement as recorded in the application.

7. In view of the fact that parties have arrived at a settlement, the Registry is directed to issue a certificate for refund of full Court fees, in favour of the Plaintiff.

8. This Court *vide* order dated 7th March, 2023, had directed Defendant



No. 6, Flipkart Internet Pvt. Ltd., to block the Flipkart accounts of Defendant Nos. 1-5. However, with the resolution of disputes between the parties and the Defendant No.1-5's undertaking to not sell any infringing goods of the Plaintiff, it is clarified that Defendant Nos. 1-5 shall now be free to create a new account on Defendant No. 6 platform..

9. The suit is decreed in the above terms. Decree sheet be drawn up.

SANJEEV NARULA, J

FEBRUARY 13, 2024
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