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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 174/2023**
ADANI WILMAR LTD Plaintiff

Through: Mr. Dushyant K. Mahant &
Ms. Shivani G. Mahant,
Advs.

versus

EMAMI AGROTECH LIMITED & ORS. Defendants

Through: Mr. Aman Goyal, Adv. for D-1
(thru VC)

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

ORDER
16.02.2024

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1. It is informed by the counsel for the parties that the matter stands settled between the plaintiff and defendant no.1 through facilitation of Delhi High Court Mediation & Conciliation Centre.
2. Defendant nos.2 and 3, which are newspaper publications, have since been dropped from the array of parties and counsel for the plaintiff, states on instructions, that they are not pressing any relief against them.
3. The settlement agreement dated 2nd January, 2024 recorded between the parties before Mediation Centre has been filed on record and has been signed duly by authorised representatives of both the parties and their respective counsels.
4. The terms of settlement are contained in para A to E of the said agreement.

“A. *The Defendant No. 1 has discontinued publishing/broadcasting*



the impugned advertisement mentioned in the suit and shall further not publish, broadcast, print or show the impugned advertisement in any other media in the future. In view thereof, the Plaintiff does not wish to pursue the claims in the instant suit. The settlement is limited and restricted only to the impugned advertisement.

B. This settlement is without prejudice to the rights of either of the parties to proceed against the other if they have objections to any other advertising campaigns.

C. The parties shall bear their respective costs.

D. The Defendant No. 1 (EAL) is at liberty to publish/broadcast below mentioned specific design of PET bottle for comparison in the future advertisement and further undertakes to abide by the above terms of Settlement Agreement.

E. The parties pray for a decree and judgment in the above suit in terms of this Settlement Agreement.”

5. Court has perused the terms of agreement and finds the same to be acceptable and lawful. Accordingly, decree be drawn up in terms of above settlement.

6. Parties shall remain bound with the same.

7. Since nothing survives for adjudication, the suit stands disposed of.

8. Pending applications, if any, are disposed of infructuous.

9. In view of Section 16 of the Court Fees Act, 50% of the court fee is directed to be refunded to the plaintiff.

10. Order be uploaded on the website of this Court.

ANISH DAYAL, J

FEBRUARY 16, 2024/sm