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

+ **CS(COMM) 219/2024 & I.A. 5658/2024**

CRYSTAL CROP PROTECTION LTDPlaintiff

Through: Mr. Gaurav Barathi, Advocate
versus

CRYSTAL CORPORATION & ORS.Defendants

Through: Anil Kumar Sahu, Mr. Sreejan
Pankaj, Ms. Swarnima Arya, Mr.
Syed Naqui Abbas Jah, Advocates for
D-1
Mr. Prabhav Sethi & Ms. Perna
Sharma, Advs. for D-4.
(M:8130410056)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
28.08.2024

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1. Learned counsel appearing for the plaintiff submits that since the plaintiff has settled the matter with the defendant no.1, he does not press any relief against defendant nos. 2 to 4, and withdraws the suit *qua* defendant nos. 2 to 4.
2. The present suit has been filed by the plaintiff being aggrieved by defendants' use of the trademark/trade name, 'CRYSTAL CORPORATION'/ 'CRYSTAL', which are deceptively similar to the plaintiff's trademark 'CRYSTAL' and other 'CRYSTAL' formative/ marks.
3. The parties were referred to mediation vide order dated 12th March, 2024, wherein, they have successfully negotiated a settlement and executed a Settlement Agreement dated 09th July, 2024.



4. Learned counsel for the plaintiff and defendant no.1 have appeared before this Court, and have confirmed the terms of the settlement and pray that the suit be decreed in terms, thereof.
5. This Court has perused the terms of the settlement and finds the same to be lawful.
6. In terms of the Settlement Agreement, defendant no.1 has acknowledged the trademark rights of the plaintiff in the trademark/ trade name 'CRYSTAL' and other 'CRYSTAL' formative marks. Further, the defendant no.1 has undertaken that it shall not use any trademark/ trade name containing the word 'CRYSTAL'/'CRYSTAL CORPORATION' and the logo device, except, as permitted as per the present Settlement Agreement.
7. Learned counsel for defendant no.1 has confirmed that the name has already been changed by defendant no.1, in terms of the Settlement Agreement.
8. This Court further notes that as a One Time Settlement, the defendant no.1 has already paid a sum of ₹ 3,00,000/-, to the plaintiff on 06th July, 2024, which amount, has duly been acknowledged by the plaintiff.
9. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendant no.1, in terms of the Settlement Agreement dated 09th July, 2024, which shall form part of the decree sheet.
10. Parties shall remain bound by the terms and conditions of the Settlement Agreement.
11. In view of the fact that the 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.



12. Let decree sheet be drawn up.
13. The present suit, along with pending application, stands disposed of.
14. The next date of hearing of 07th October, 2024, stands cancelled.

AUGUST 28, 2024
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MINI PUSHKARNA, J