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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 264/2023, I.A. 8404/2023**
J. B. CHEMICALS AND PHARMACEUTICALS LTD..... Plaintiff

Through: Mr. Prithvi Gulati, Advocate.

versus

MAHENDRA SINGH AND ANR Defendants

Through: Mr. Mahendra Singh, Defendant No.
1 in person.
Mr. Deepak, Defendant No. 2 in
person.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **24.04.2024**

**CS(COMM) 264/2023 & I.A. No. 8893/2024 (u/Order XXIII Rule 3 r/w
Section 151 of Code of Civil Procedure, 1908)**

1. The present suit has been filed by the Plaintiff to prevent infringement of their trademark "BIZFER" by the Defendants, who use the mark "VIZFER". During the course of proceedings, the parties have settled their disputes and through this application, they jointly pray for a compromise decree under Order XXIII Rule 3 r/w Section 151 of the Code of Civil Procedure, 1908, on terms enumerated in paragraph No. 5 of the application.
2. The application is duly supported by affidavits of the Authorised Representatives of Plaintiff and Defendant No. 2 and Defendant No. 1. The compromise is also confirmed by Defendants appearing in person.
3. The Court has perused the terms of the compromise and finds the same to be lawful. As per the agreed terms, Defendants have ceased the use



of the impugned mark “VIZFER” and have undertaken not to adopt any mark similar to the Plaintiff’s “BIZFER”. As per condition specified in paragraph No. 5(e) of the application, the Defendants have handed over demand drafts of Rs. 40,000/- each to the Plaintiff’s counsel.

4. The Defendants have also consented to suffer a decree of permanent injunction as sought in paragraph No. 31(a) and (b) of the plaint. In view of Defendants’ undertaking, the Plaintiff has agreed to give up the reliefs claimed in paragraph No. 31(d), (e) and (f) of the plaint. Insofar as prayer contained paragraph No. 31(c) is concerned, as per terms specified in paragraph No. 5(d) of the application, the Defendants have undertaken to destroy all the infringing advertising and promotional material.

5. Accordingly, the suit is decreed in favour of the Plaintiff and against the Defendants in terms of paragraph No. 31(a) and (b) of the plaint read along with the terms of compromise recorded in paragraph No. 5 of the application, which shall form part of the decree.

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

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

8. In view of the fact that parties have arrived at a compromise, the Registry is directed to issue a certificate for refund of court fee in favour of the Plaintiff.

9. With the above directions, the suit along with pending applications is disposed of.

SANJEEV NARULA, J

APRIL 24, 2024/sapna