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

+ **CS(COMM) 143/2020 &**

RELIANCE INDUSTRIES LIMITED & ANR Plaintiffs

Through: Ms. Vaishali Mittal, Mr. Siddhant Chamola, Mr. Shivang Sharma & Mr. Bhagwati Prasad, Advocates.

versus

QUIKR INDIA PVT LTD Defendant

Through: Ms. Anukriti K., Advocate.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

% **ORDER**
25.04.2024

I.A. 8544/2024(Joint application under Order XXXIII Rule 3 read with Section 151 of the CPC)

1. The Plaintiff has instituted the present suit for protecting their trademark rights in “JIO”, “RELIANCE” and its variants. During the proceedings, the parties have arrived at a settlement. The Defendant has *inter alia* recognized the Plaintiffs’ trademark rights and has undertaken to ensure that neither they nor any third party using their services on their website/platform shall use in the present or in future the trademark “JIO” “RELIANCE” or any other marks. The terms of settlement are set out in Para 4 of the Application.

2. Parties jointly pray for a compromise decree under Order XXIII Rule 3 r/w Section 151 of the Code of Civil Procedure, 1908, in terms enumerated



in paragraph No. 4 of the application.

3. The application is duly supported by affidavits of the Authorised Representative of Plaintiffs and Defendant. The counsel mentioned in the appearance above, confirm the compromise, and pray that the suit be decreed as per terms mentioned in paragraph No. 4 of the application.

4. The Court has perused the terms of the compromise and finds the same to be lawful.

5. Accordingly, the present suit is decreed in favour of Plaintiffs and against the Defendant, in terms of compromise recorded in paragraph No. 4 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. In view of the fact that parties have arrived at a compromise, the Registry is directed to issue a certificate for refund of 50% court fee, in favour of the Plaintiff.

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

SANJEEV NARULA, J

APRIL 25, 2024/da