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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 360/2022**
RED BULL AGPlaintiff

Through: Ms. Apurva Bhutani Mr. Naqeeb
Nawab, Mr. Ashutosh Ranga and Ms.
Sejal Tayal, Advocates
versus

AKC (PVT.) LIMITED & ORS.Defendants
Through: Mr. Kuldeep Rai, Mr. Rukban Tyagi
and Ms. Rehana, Advocates for D-1 to
3

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
14.11.2024

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1. It is stated that the plaintiff has settled the present suit with the defendants no.1, 2 and 3 in the mediation proceedings.
2. The Settlement Agreement dated 28th October, 2024, which has been digitally signed by the authorised representatives of the plaintiff and the defendants no.1, 2 and 3 has been placed on record.
3. I have gone through the terms of the Settlement Agreement and find the same to be lawful.
4. The parties shall remain bound by the terms of the Settlement Agreement.
5. Counsel confirm that costs of Rs. 5.50 lacs in terms of the Settlement Agreement have been paid by the defendants no.1, 2 and 3 to the plaintiff in the Court today by way of a demand draft dated 31st October, 2024 bearing



no.834537, issued in favour of the advocates for the plaintiff, Zeus IP Advocates LLP.

6. In addition, it is agreed between the parties that the defendant shall destroy the infringing goods seized during the execution of the Local Commission, and the proof thereof shall be sent to the plaintiff after destruction.

7. In terms of the Settlement Agreement, the present suit is decreed in favour of the plaintiff and against the defendants no.1, 2 and 3 in terms of prayer clauses(a), (b)&(d) given in paragraph 68 of the plaint. The Settlement Agreement shall form part of the decree.

8. No written statement or reply has been filed by the defendants no. 4 to 6.

9. None has been appearing on behalf of the aforesaid defendants.

10. In view thereof, the aforesaid defendants are proceeded against *ex-parte*.

11. Accordingly, a decree is passed against the defendants no. 4 to 6 in respect of prayer clauses(a), (b) & (d) given in paragraph 68 of the plaint.

12. In view of the above, counsel for the plaintiff does not press for the remaining reliefs prayed for in the suit.

13. The decree sheet be drawn up accordingly.

14. All pending applications stand disposed of.

15. Since the matter has been settled in mediation proceedings, the plaintiff is entitled to receive a refund of the entire court fees. Since the plaintiff does not have any presence in India, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the plaintiff's advocate, Zeus IP Advocates LLP, in terms of Section 16 of the Court Fees Act, 1870, read with



Section 89 of the Code of Civil Procedure, 1908.

AMIT BANSAL, J

NOVEMBER 14, 2024/tp