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

+ **CS(COMM) 554/2022, I.A. 12781/2022, I.A. 17904/2022**

TATA CONSUMER PRODUCTS LIMITED & ANR.Plaintiffs

Through: Mr. Pravin Anand, Mr. Achutam
Sreekumar, Mr. Rohil Bansal and Ms.
Apoorva Prasad R., Advocates.

versus

PRAMOD KUMAR NATH Defendant

Through: Ms. Mamta Tripathy, Advocate.
(thru VC)

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

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28.02.2024

I.A. No. 4724/2024 (under Order XXIII Rule 3 CPC)

1. This application has been filed jointly by the parties placing on record the terms of settlement. The terms of settlement, as contained in para 4 (A to D) and para 5, are extracted as under:

A. The Defendant states and undertakes that he has stopped using the packaging/ trade dress of his BEST GLUCO PLUS product which is the subject matter of the instant suit. The Defendant's said packaging for his BEST GLUCO PLUS branded product is given below:





B. The Defendant undertakes that he will never adopt any trade mark or packaging/trade dress that may, in any manner whatsoever, infringe the Plaintiffs' intellectual property rights associated with their TATA GLUCO+ branded products.

C. The Defendant, at his own cost, shall destroy all the goods/ packaging material/promotional material etc. that was seized at the time of execution of the local commission, in the presence of the Plaintiffs representative, on a mutually agreeable date, which shall not be later than one month from the date on which the instant application is allowed.

D. The parties undertake to remain bound by this Settlement Agreement and to abide by the terms and conditions set out herein and not to dispute the same hereinafter in future.

5. Subject to the Defendant complying with the settlement terms contained herein, the Plaintiffs agree to not press for their claims for damages, legal costs, rendition of accounts, etc. and to not initiate any legal proceedings against the Defendant for anything forming part of the subject matter of the present suit.

2. The application has been signed duly by authorised representatives of both parties and their respective counsels and supported by affidavits. Court has perused the terms of agreement and finds the same to be acceptable and lawful.

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

4. Accordingly, decree sheet be drawn up in terms of the above settlement. Parties shall remain bound with the same.

5. Pending applications, if any, are disposed of as infructuous.

6. In view of Section 16A of the Court Fees Act, 1870, 50% of the court fees is directed to be refunded to plaintiff. Registry is directed to do so, accordingly.

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



FEBRUARY 28, 2024/sm/na

ANISH DAYAL, J