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

+ CS(COMM) 628/2021 & I.A. Nos. 16104/2021, 21978/2022,
21981/2022, 273/2023, 274/2023 & 42835/2024

**CROMPTON GREAVES CONSUMER ELECTRICALS
LIMITED**

.....Plaintiff

Through: Mr. Hemant Daswani with
Ms. Saumya Bajpai and Ms. Pranjali,
Advocates.
(M): 9810556744
Email: delhi@daswanianddaswani.com

versus

**CG POWER AND INDUSTRIAL SOLUTIONS LIMITED &
ANR.**

.....Defendants

Through: Mr. Raunak Dhillon with Ms. Isha
Malik and Ms. Niharika Shukla,
Advocates for defendant no. 1.
(M): 9811964027
Email: ishamalik@cyrilshroff.com

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

ORDER
21.10.2024

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**I.A. No. 42835/2024 (Joint application on behalf of plaintiff and
defendant no. 1 for recording terms of settlement)**

1. The present is a joint application under Order XXIII Rule 3 read with
Section 151 of the Code of Civil Procedure, 1908 ("CPC") on behalf of the
plaintiff and the defendant no. 1, for recording the terms of the settlement.



2. Learned counsel appearing for the plaintiff submits that as far as defendant no. 2 is concerned, the plaintiff is withdrawing the suit with liberty that in case any fresh cause of action arises qua defendant no. 2, then, liberty be granted for initiating a fresh legal proceeding.
3. The present suit has been filed against defendants seeking relief of injunction for infringement and passing off of the design of the plaintiff by the defendants, and for acts of unfair competition and misrepresentation.
4. With a view to put an end to a potentially long litigation, the plaintiff and defendant no. 1 have agreed to settle their dispute on the terms and conditions, which are detailed in para 3 of the present application.
5. Learned counsels appearing for the plaintiff and defendant no. 1 jointly confirm the terms of the settlement, and jointly submit that the suit be decreed in terms, thereof.
6. This Court has perused the terms of the settlement and finds the same to be lawful.
7. In terms of the settlement, the defendant no. 1 has agreed to continue to remain bound by the undertakings provided by defendant no. 1 as recorded in order dated 08th December, 2021 passed by this Court.
8. Further, the defendant no. 1 has also acknowledged the proprietary rights of the plaintiff's shallow well jet pump in its registered design under number 289880 dated 06th January, 2017. Defendant no. 1 has undertaken neither to adopt the same at any point of time nor to challenge the validity of any of the same at any point of time.
9. Further, defendant no. 1 has also made modifications to the design and colour of the shallow well jet pump to the satisfaction of the plaintiff. The plaintiff acknowledges that the modified design made by defendant no.



1 does not infringe any registered design of the plaintiff, and the plaintiff has no objection whatsoever in case defendant no. 1 continues to sell its goods under the modified design.

10. Further, under the terms of the settlement, the defendant no. 1 has agreed to withdraw its cancellation proceedings filed against the plaintiff's shallow well jet pump in its registered design number 289880 dated 06th January, 2017 before the Controller of Designs.

11. The terms of the settlement further state that the plaintiff agrees to withdraw its claims against defendant no. 2.

12. Accordingly, the present suit is decreed in favour of the plaintiff and against defendant no. 1 in terms of the settlement, which shall form part of the decree.

13. The suit is dismissed as withdrawn, qua defendant no. 2.

14. In view of the fact that the parties have arrived at a settlement, the Registry of this Court is directed to issue a certificate of refund of 50% of Court Fees to the plaintiff.

15. The Controller of Designs is directed to process the withdrawal application of defendant no. 1, as and when the same is filed.

16. Decree sheet be drawn up.

17. The present suit along with the pending applications, accordingly stands disposed of.

MINI PUSHKARNA, J

OCTOBER 21, 2024

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