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

+ **CS(COMM) 894/2022 & I.A. 39850/2024**

KALYANI INNERWEAR PRIVATE LIMITED

.....Plaintiff

Through: Mr. A.K. Goel, Adv.
M: 9873815146

versus

SUNNY TRADING CO. & ANR.

.....Defendants

Through: Mr. Umesh Mishra, Mr. Satish Kumar
and Mr. Amit Kumar, Advs.
M: 9868401295
Email: u_k_mishra@yahoo.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

19.09.2024

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I.A. 39850/2024 (Application under Order XXIII Rule 3 read with Section 151 of CPC)

1. The present application has been filed under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908 ("CPC") on behalf of both the parties.
2. Learned counsel appearing for the parties submit that the plaintiff and the defendants have reached an amicable settlement.
3. Both the parties confirm the terms of the settlement and pray that decree be passed in terms of the settlement, as contained in the present application.
4. This Court has perused the terms of the settlement, as contained in the present application, and finds the same to be lawful.



5. In terms of the settlement, the defendants have acknowledged that the plaintiff is the owner of the trademark/label KALYANI and



and packaging thereof, and have admitted the validity of the plaintiff's aforesaid trademark/label KALYANI and



and packaging thereof, and KALYANI formative marks. The defendants have also acknowledged that the plaintiff is the registered proprietor of the trademark KALYANI.

6. Further, the defendants undertake that the defendants shall not use the



mark KAVYANI, or any other mark/label/packaging, which is deceptively similar to the plaintiff's trade



mark/label/packaging of KALYANI and and KALYANI formative marks in relation to Bra, Panties and/or other ready-made garments and clothing and/or allied/cognate goods/services and/or



goods/services having same trade connection.

7. In terms of the settlement between the parties, defendants have paid token damages of ₹1 lac by way of cheque to the plaintiff, receipt of which is confirmed by learned counsel appearing for the plaintiff.

8. Accordingly, the suit is decreed in favour of the plaintiff and against the defendants in terms of the settlement terms, which are contained in the present application, which shall form part of the decree.

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

10. Let decree sheet be drawn up.

11. The present suit, along with the pending application, is disposed of.

12. The next date, i.e., 26th September, 2024, before the Joint Registrar (Judicial), stands cancelled.

MINI PUSHKARNA, J

SEPTEMBER 19, 2024/kr