



\$~23

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 350/2023 with I.A. 10451/2023**
M/S TEJ RAM DHARAM PAUL & ANR.Plaintiffs
Through: Mr. Amit Jain, Advocate

versus

M/S MA MAJISHA INDUSTRIES LLP & ORS.Defendants
Through: Mr. Kumar Vivek Vibhu, Advocate

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
20.03.2025

%

1. The parties were referred for mediation before the Delhi High Court Mediation and Conciliation Centre (hereinafter 'Mediation Centre') *vide* order dated 26th September, 2023.
2. The parties have arrived at a settlement before the Mediation Centre.
3. The Settlement Agreement dated 24th February, 2025 (hereinafter 'Settlement Agreement') has been placed on record and the same bears the signatures of the parties/ authorised representatives of the parties and their respective counsel.
4. I have gone through the terms of the Settlement Agreement and find the same to be lawful.
5. The parties shall remain bound by the terms of the Settlement Agreement.
6. In terms of Clause 9 of the Settlement Agreement, the goods seized by the Local Commissioner are directed to be released to the defendants



who shall destroy the packaging of such goods.

7. Counsel for the defendants submits that in terms of Clause 7 of the Settlement Agreement, the trade mark applications in classes 29, 30 and 34 has been withdrawn by the defendant no.4.

8. The Settlement Agreement shall form a part of the decree.

9. The decree sheet be drawn up accordingly.

10. In view of the fact that the matter has been settled in mediation proceedings, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the plaintiff in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908.

11. All pending applications stand disposed of.

AMIT BANSAL, J

MARCH 20, 2025

ds