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

+ C.O. (COMM.IPD-TM) 58/2024 with I.A. 9775/2024

8 M/S PRAKASH PIPES LIMITEDPetitioner

Through: Mr. Rishabh Srivastava, Mr. Sanjay Aggarwal and Mr. Yasheswini Sharma, Advocates

versus

SHRI RAM POLYMERS & ANR.Respondents

Through: Mr. Kumar Vivek Vibhu, Advocate for R-1

+ CS(COMM) 383/2024 with I.A. 10688/2024

25 PRAKASH PIPES LIMITEDPlaintiff

Through: Mr. Rishabh Srivastava, Mr. Sanjay Aggarwal and Mr. Yasheswini Sharma, Advocates

versus

SHRI RAM POLYMERSDefendant

Through: Mr. Kumar Vivek Vibhu, Advocate

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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03.02.2025

CS(COMM) 383/2024

1. The parties have settled their disputes in the mediation proceedings before the Delhi High Court Mediation and Conciliation Centre.
2. The Settlement Agreement dated 24th December, 2024 (hereinafter 'Settlement Agreement') has been placed on record.



3. The Settlement Agreement is duly signed by the Authorised Representatives of the parties.
4. I have gone through the terms of the Settlement Agreement and find the same to be lawful. The parties shall remain bound by the terms of the Settlement Agreement.
5. Counsel for the plaintiff confirms that, in terms of Clause 4 of the Settlement Agreement, a sum of Rs. 1,50,000/- towards cost and damages has been paid by the defendant to the plaintiff.
6. In terms of the Settlement Agreement, the present suit is decreed in terms of prayer clause contained in paragraph no.52(i) of the plaint. The plaintiff does not press for the remaining reliefs sought in the plaint.
7. The decree sheet be drawn up accordingly.
8. The Settlement Agreement shall be a part of the decree.
9. Since 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.
10. All pending applications stand disposed of.

C.O. (COMM.IPD-TM) 58/2024

11. In terms of the aforesaid Settlement Agreement arrived at between the parties, the respondent no.1 does not have any objection to the removal of its trade mark registration from the Register of Trade Marks.
12. In view of the aforesaid, the present rectification petition is allowed and the Trade Marks Registry is directed to remove the trade mark  bearing Registration No.4354273 in class 17.



13. All pending applications stand disposed of.

AMIT BANSAL, J

FEBRUARY 3, 2025/ds