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

+ **CS(COMM) 38/2024 & I.A. 930/2024, I.A. 35292/2024**

M/S ZARI SILK (INDIA) PVT. LTD.

.....Plaintiff

Through: **Ms. Sruthi Vasugopal, Advocate (M-9818558690)**

versus

MS. SURBHI MUNJAL

.....Defendant

Through: **Mr. J. K. Sharma, Advocate**

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

18.02.2025

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1. Settlement Agreement dated 23rd December, 2024 has been received from the Delhi High Court Mediation and Conciliation Centre.
2. The present suit has been filed by the plaintiff seeking permanent injunction restraining infringement of trademarks, passing off of trademarks, infringement of copyrights, damages, delivery up, etc., with respect to its mark ZARI, and the marks that incorporate the ZARI mark, including,

‘ZARI’/



zari® zari®
JAIPUR / JAIPUR

3. This Court had passed an *ex-parte ad interim* injunction in favour of



the plaintiff *vide* order dated 01st February, 2024. Subsequently, the parties were referred for mediation *vide* order dated 02nd August, 2024, wherein, the parties have successfully negotiated a settlement and have signed the Settlement Agreement dated 23rd December, 2024.

4. Learned counsels appearing for the parties confirm the terms of the settlement and pray that the suit be decreed in terms thereof.

5. This Court has perused the terms of the settlement and finds the same to be lawful.

6. The parties shall remain bound by the terms and conditions of the settlement.

7. Accordingly, the suit is decreed in favour of the plaintiff and against the defendant in terms of the Settlement Agreement, which shall form part of the decree.

8. In view of the fact that the parties have arrived at a settlement, the Registry of this Court is directed to issue a certificate for Refund of Full Court Fees in favour of the plaintiff.

9. Let decree sheet be drawn up.

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

MINI PUSHKARNA, J

FEBRUARY 18, 2025

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