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

+ **CS(COMM) 1314/2018 & I.A. 2826/2025**

WELDCOM ELECTRODES PVT. LTD.

.....Plaintiff

Through: Mr. Himanshu Deora, Ms. Shambhavi
Sharma, Advocates (M:9999087822)

versus

CALCUTTA ELECTRODES PVT. LTD.

.....Defendant

Through: Mr. Jayant Kumar, Mr. Amit Mehta,
Advocates (M:9654425878)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

03.02.2025

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I.A. 2826/2025 (Application under Order XXIII Rule 3 read with Section 151 CPC)

1. The present is a joint application under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908 ("CPC") filed on behalf of the plaintiff and defendant.
2. The plaintiff had filed the present suit for permanent and mandatory injunction restraining infringement of trademark, passing off, unfair competition, rendition of accounts, damages, etc., against the defendant herein.
3. Vide order dated 21st December, 2018, an *ex parte ad interim* injunction was passed against the defendant, whereby, the defendant, their agents, employees, etc. were restrained from using, selling, marketing, advertising or offering for sale, electrodes under the trade mark 'SUPERWELD' or any other trade mark/ mark, deceptively similar to the plaintiff's trade mark.



4. Learned counsels for the parties submit that during the pendency of the present suit, the parties have agreed to amicably resolve the disputes involved in the present suit, terms of which, are set out in Paragraph 3 of the present application.
5. The parties present before this Court confirm the terms of the settlement and pray that the suit be decreed, thereof.
6. This Court has perused the terms of the settlement and finds the same to be lawful.
7. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendant in terms of prayer clause (a) and (b) of the plaint and paragraph 3.1 to 3.10 of the present application, which shall form part of the decree.
8. Both the parties are held bound by the terms of the settlement.
9. Considering the fact that the parties have arrived at a settlement, the Registry of this Court is directed to issue a certificate of refund of court fees, to the extent of 50%, to the plaintiff.
10. At this stage, learned counsel for the plaintiff submits that the refund of the court fees be in the name of counsel for the plaintiff.
11. Accordingly, it is directed that the refund of court fees shall be given to counsel for the plaintiff, i.e., King Stubbbs & Kasiva.
12. Let decree sheet be drawn up.
13. The present suit along with pending applications stands disposed of.
14. The next date of hearing of 14th February, 2025 stands cancelled.

MINI PUSHKARNA, J

FEBRUARY 3, 2025

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