

(2021) 03 DEL CK 0136

In the Delhi High Court

Case No : Miscellaneous Application No. 3516 Of 2021 In Civil Suit (COMM) No. 619 Of 2019

EWAC Alloys Limited

APPELLANT

Vs

Essen Welding Alloys Pvt. Ltd

RESPONDENT

Date of Decision : 08-03-2021

Acts Referred:

Code Of Civil Procedure, 1908 — Order 23 Rule 3

Citation : (2021) 03 DEL CK 0136

Hon'ble Judges : C. Hari Shankar, J

Bench : Single Bench

Advocate : Shashi Ojha, Sachin Gupta, Pratyush Rao, Ishita Gupta

Judgement

C.Hari Shankar, J

I.A.3516/2021 (under Order XXIII Rule 3 of CPC)

1. This is an application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 for decreeing the suit on the basis of the settlement arrived at between the parties.

2. During the pendency of the proceedings, the parties have amicably resolved their disputes. The terms of the settlement, as contained in para 3 of the present application are as under:

"i. The Plaintiff unconditionally undertake to withdraw its suit against the Defendant seeking permanent injunction restraining infringement of trade mark and copyright, passing off, unfair competition, rendition of accounts/damages, delivery up, etc. and/or any other reliefs claimed in its prayer clause at paragraph 50 of the Plaint.

ii. The Defendant unconditionally undertake to withdraw its counterclaim against the Plaintiff seeking permanent injunction restraining infringement of copyright, passing off, unfair competition, rendition of accounts/damages, delivery up, etc.

and/or any other reliefs claimed in its prayer clause at paragraphs 16 & 17 of the Counter-Claim."

3. Learned Counsel for the parties are present. The application has been jointly filed by both parties as well as their learned Counsel.

4. Accordingly, nothing survives for adjudication in the present matter. The suit is decreed in terms of the settlement arrived at between the parties, the terms whereof already stand reproduced hereinabove. The parties shall be bound by the terms of settlement.

5. Let the Registry draw up a decree sheet accordingly.

6. The plaintiff shall be entitled to refund of 50% of the court fee deposited by it.

7. The next date of 16th April, 2021 shall stand cancelled.