

(2016) 02 SC CK 0088

In the Supreme Court Of India

Case No : Civil Appeal Nos. 702-712 of 2016 (Arising out of SLP (C) Nos. 35012-35022 of 2015)

Laxmi Snacks Pvt. Ltd.

APPELLANT

Vs

Akshar Food Products

RESPONDENT

Date of Decision : 01-02-2016

Acts Referred:

Citation : (2016) 2 JT 157 : (2016) 2 Scale 570 : (2016) 13 SCC 392

Hon'ble Judges : Kurian Joseph and Rohinton Fali Nariman, JJ.

Bench : Division Bench

Advocate : B. Chatrapati, Amar Gupta and Divyam Agarwal, Advocates, for the Appellant; P.S. Sudheer, Rajendra Bansali, Rishi Maheshwari and Shruti Jose, Advocates, for the Respondent

Final Decision : Disposed Of

Judgement

Kurian Joseph, J.—1. Leave granted.

2. The Appellant approached this Court aggrieved by the Order dated 24th November, 2015 passed by the High Court of Gujarat at Ahmedabad. The issue essentially pertains to some disputes with regard to the use of labels, trade dresses and getup of certain products. When the matter was heard by this Court on 4th January, 2016, on a suggestion by Court to both sides, they willingly went for mediation before the Supreme Court, Mediation Centre. It is heartening to note that the parties have amicably settled all their disputes. The terms of understanding also have been reduced to a Settlement Agreement dated 28th January, 2016 and signed by all the parties, their counsel and also learned Mediator-Dr. Aman Hingorani.

3. It is agreed between the parties that all the suits filed by the Appellant before the District Court Kheda, Nadiad district, Gujarat can be decreed except to the extent of its prayer for monetary compensation and the use of the mark "REET" and the tag line "SAB KHAO SABKO KHILAO" by the Respondent. Being an order

on consent of both the parties, it is submitted that the suits also can be decreed and it is not necessary to relegate the parties to the trial court. We feel that there could be no objection to that course of action.

4. Therefore these appeals are disposed of in terms of the Settlement Agreement dated 28th January, 2016. The said Agreement will form part of this order.

5. In terms of the Settlement Agreement, suits being No. Regular Civil Suit Nos. 2 to 12 of 2015 pending before the District Court Nadiad, Gujarat are decreed except to the extent of prayer for monetary compensation and use of the mark "REET" and the tag line "SAB KHAO SABKO KHILAO".

6. The parties shall also comply with rest of the terms of the Settlement Agreement within the time stipulated in the agreement.

7. We record our appreciation for the whole-hearted support rendered by the parties and, for the cooperation of their counsel and for the sincere efforts taken by the Mediator in settling the disputes which could have been the subject of litigation for at least another two decades.

8. Registry of this Court is directed to send a copy of this judgment to the District Court Nadiad, Gujarat so that the suits be struck off from their files.