

THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment delivered on : 31.10.2007

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IA No. 12460/2007 & CS (OS) 1942/2006

M/S BALAR MARKETING PVT. LTD.

.....Plaintiff

- versus -

N. RAMU DEVI

.....Defendant

Advocates who appeared in this case:

For the Plaintiff : Mr Ajay Amitabh Suman

For the Defendant : Ms Sandeep Kumar

CORAM:-

HON'BLE MR JUSTICE BADAR DURREZ AHMED

1. Whether Reporters of local papers may be allowed to see the judgment?
2. To be referred to the Reporter or not?
3. Whether the judgment should be reported in Digest?

BADAR DURREZ AHMED, J (ORAL)

1. This is a joint application filed on behalf of the plaintiff and the defendant under Order 23 Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 for recording the compromise / settlement arrived at between the parties and for decreeing the suit in terms thereof.

2. The plaintiff had instituted the suit in respect of its trademarks “KUNDAN” and “KUNDAN CAB” in respect of electric accessories and fittings including electric switch gears, main switches, fuse unit wires and cables. The defendant had adopted the mark “KHUMAN CAB” in respect of the same goods. Now, the parties have settled the disputes whereby the defendant has acknowledged that the plaintiff is the proprietor of the trademarks “KUNDAN” and “KUNDAN CAB” in respect of the said goods. The defendant has also undertaken not to directly or indirectly manufacture any of the goods in question under or using the imitation labels or any other packaging material and /or wrapper bearing the trade marks “KUNDAN CAB”, “KHUMAN CAB” and “KHUMAN CAB LABEL” or any other deceptively similar trademark as that of the plaintiff. It has also been agreed that the defendant shall not use any artistic work, colour scheme, getup or layout which is similar to that of the plaintiff's artistic work, colour scheme, getup or layout in respect of the said goods. The defendant has also undertaken to withdraw the application for registration of the trademark “KHUMAN CAB” which she had filed before the Trade Mark Registry. The parties have agreed that the suit may be decreed in terms of paragraph 26 (i) (a), (b) and (c) of the plaint. The plaintiff has agreed to give up all the other reliefs claimed by it in the plaint. The parties have also agreed that they shall be bound by the terms of this settlement and that it also binds their agents, representatives, legal heirs and all other persons claiming under them.

3. The application has been signed by Smt. N. Ramu Devi, who is the proprietor of the defendant concern. It has also been signed by Mr Paras Jain, who is a director in the plaintiff company. The application is also signed by the respective counsel for the parties. The application is also supported by affidavits of the said Smt. N. Ramu Devi and Mr Paras Jain.

4. I have examined the contents of the compromise/ settlement, arrived at between the parties and I find the same to be lawful. Accordingly, the compromise is taken on record. The suit is decreed in terms of paragraph 26(i) (a), (b) and (c) of the plaint. The suit is dismissed in respect of the other prayers. This application is marked as Ext. C-1 and shall form part of the decree. The formal decree be drawn up.

This application, the suit and other pending applications stand disposed of. The next date of 16.11.2007 stands cancelled.

**BADAR DURREZ AHMED
(JUDGE)**

October 31, 2007
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