New CS No. 205/18
adidas AG vs. Ashok Kumar

02.04.2019

Present: Mr. Nitin, Ld. Counsel for the plaintiff.
D-1 and D-2 are in person.

Ld. Counsel for the plaintiff submits that he has already complied with the provisions of Order 39 Rule 3, CPC.

Ld. Counsel for plaintiff moved an application under Order 1 Rule 10, CPC.

Argument on the application heard.

Contents of the application also perused.

Report of Local Commissioner also perused.

A perusal of report of Local Commissioner shows that first floor of the building No. E-16/929, Bus Wala Complex, Karol Bagh, New Delhi was occupied by Sh. Amit/ "Meenu Enterprises" and second floor and basement of building were occupied by Sh. Bhajan Kapoor and Sunny and they acknowledged that they were owners of the building.

Since, Amit Chaudhary, Sh. Bhajan Kapoor and Sh. Sunny are the owners / proprietors of premises No. E-16/929, Bus Wala Complex, Karol Bagh, New Delhi the application moved by the plaintiff is allowed.

Ld. Counsel for plaintiff has already filed the amended memo of parties.

Ld. Counsel for the plaintiff moved other application under Order 23 Rule 3, CPC.

Argument on the application also heard.

Contents of the application also perused.

Ld. Counsel for plaintiff submits that D-1 and D-2 have already settled all the disputes with the plaintiff and both the defendants have agreed to pay a sum of Rs.1,50,000/- each by way of cheques bearing No. 000547 and 031755 dated 05.12.2018, respectively in favour of "Legist IPR Services Limited" towards litigation expenses and damages. Both the defendants have also undertaken to deface/ destroy all the impugned goods, products seized by the Local Commissioner and any other material bearing similar trademarks of the plaintiff at his own cost within two weeks of the disposal of the present case in the presence of both the parties. Both the defendants have further agreed to pay liquidated damage of Rs. 10,00,000/- for breach of any of the terms and conditions of the present settlement by them or in terms of any violation of the agreement.

Ld. Counsel for the plaintiff submits that in view of above settlement, plaintiff is giving up its claim for rendition of accounts and damages as prayed in the suit but will have right to re-open the suit in case of breach of the terms of settlement as may be permissible under law

and requests that suit of the plaintiff be decreed qua D-1 and D-2 in view of settlement.

Accordingly, the statement of Ld. Counsel for the plaintiff and D-1 and D-2 have been recorded separately.

In view of statement of plaintiff and D-1 and D-2, the suit of the plaintiff is decreed qua D-1 and D-2 in view of settlement.

Decree sheet be prepared accordingly.

Summons for settlement of issued be issued to the D-3 through ordinary process, registered AD post, speed post and authorised courier on filing of PF and RC.

Postal and courier tracking report be furnished.

Put up on 08.07.2019.

(BIMLA KUMARI)
ADJ-3 (CENTRAL)
TIS HAZARI COURTS
DELHI/02.04.2019