

% 29.01.2010

Present: Mr. Mayank Mohit Sinha with Ms.Pooja, Advs. for the plaintiff.
Mr. Shashi P.Ojha, Adv. for the defendant.

+ IA No.1029/2010 in CS(OS) No. 1557/2007

1. This is an application filed by the parties jointly under Order 23 Rule 3 r/w Section 151 CPC stating that the parties have arrived at a settlement on 08.1.2010. In terms of the said settlement, the plaintiff has given up the prayers in paragraphs 24 (vii), (viii), (ix) and (x) of the plaint. So far as the plea for permanent injunction is concerned, the defendant has furnished an undertaking to the plaintiff that he shall not give his the trademark of 'Cartier' in respect of the cutlery being manufactured by him. The terms and conditions of the said settlement are reproduced as under:-

"1) Mr.Sohil Shah acknowledges the exclusive proprietary rights of Cartier International in and to the mark/brand/name 'CARTIER' and other associated marks incorporating CARTIER including 'SANTOS DE CARTIER', 'MUST DE CARTIER', CATIER PARIS' and PANTHERE DE CARTIER (the "**CARTIER Trade Marks**").

2) Mr.Sohil Shah undertakes that in future he will not use (directly or indirectly) the CARTIER Trade Marks without prior written approval or authorization of Cartier International.

3) Mr. Sohil Shah states that he is not in possession of any infringing matter including printed matter, cutlery, packaging, stationery etc. bearing the CARTIER Trade Marks to Cartier International for destruction.

4) Cartier International undertakes that upon the signing of this Deed of Settlement, it shall move a joint application along with Mr.Sohil Shah, under Order XXIII Rule 3 of the Code of Civil Procedure in the present Suit and get the matter decreed in terms of the said application.

5) In the event of breach of the undertaking given by Mr.Sohil Shah or any other terms of the Deed of Settlement, Cartier International would be entitled to terminate, without any notice,

Signature Not Verified

Digitally Signed By: AMULYA
Certify that the digital file and
physical file have been compared and
the digital data is as per the physical
file and no page is missing.

the Deed of Settlement and pursue appropriate legal remedies available to it.

6) The Parties agree that the signatories to the Deed of Settlement are fully competent and authorized to enter into this Deed of Settlement. The parties agree that the terms of the Deed of Settlement will be binding on the successors and assigns in business of the Parties.

7) The parties agree that all the terms and conditions laid out in the Deed of Settlement are fair and reasonable and have been entered into after full appreciation of its various clauses and implications.”

2. The application is supported with affidavits of both the parties. In the light of the fact that the parties have arrived at a compromise on the aforesaid terms and conditions, the suit is decreed. Let a decree sheet be prepared accordingly.
3. All the pending applications are also treated as having become infructuous.
4. The settlement is marked as Ex.CW1/A.
5. The date before the Joint Registrar i.e. 08.2.2010 stands cancelled.
6. File be consigned to the Record Room.



V.K. SHALI, J.

JANUARY 29, 2010
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