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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(OS) 2753/2015

EXXON MOBIL CORPORATION & ANR Plaintiffs
Through : Mr. Sumit Wadhwa, Advocate

versus

MR. RAJEEV MUKUL & ANR Defendants
Through : Mr. Sidhanth Bambha, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 15.09.2015

1. On 10.9.2015, the date when the suit was listed for admission, Mr. Bambha, learned counsel for the defendants had entered appearance and stated, on instructions, that his clients propose to give up the plaintiffs' registered trademark, "EXXON" used by them to sell their products, i.e., eye drops. Accordingly, the defendants were directed to file an affidavit before the next date of hearing on the said lines.

2. Though the affidavit is not on record, learned counsel for the defendants hands over a copy thereof and states that an advance copy has been furnished to the other side, which fact is confirmed by the counsel for the plaintiffs. The said affidavit is sworn by Mr. Chander Shekhar, Assistant Manager of the defendant/company, who has been authorized through a Resolution of the Board of Directors of the

defendants held on 11.9.2015, to swear and file the present affidavit in the suit. A copy of the Resolution is enclosed with the affidavit.

3. It has been stated in the affidavit that the defendant No.2/company undertakes not to use the mark "EXXON" for its products, i.e., eye drops or for any other product and the said defendant has already removed the mark, "EXXON" from its website. The screen shot of the website has been enclosed with the affidavit and marked as Annexure-B. The defendant/company has also stated that it has not filed any application before the Registrar of Trademarks seeking registration of the mark, "EXXON" and they do not have any current stocks of the eye drops under the mark, "EXXON".

4. Counsel for the plaintiffs states, on instructions, that in view of the undertakings given by the defendant/company in the affidavit, his client does not wish to press for the reliefs at prayers (B) to (F). He however states that the suit may be decreed in terms of the prayers clause (A). He further states that there are certain internet websites that mention the defendants' products and services/features under the trademark, "EXXON", and he shall approach the defendants with necessary details for their removal.

5. Counsel for the defendants states that the plaintiffs may be called upon to furnish the details of the aforesaid websites so that

remedial measures can be taken within two weeks therefrom.

6. In view of the submission made herein above, the affidavit that contains undertakings given on behalf of the defendants, is taken on record. The defendants shall remain bound by the said undertakings.

7. The suit is decreed in terms of prayer clause (A), while leaving the parties to bear their own costs.

8. At this stage, learned counsel for the plaintiffs states that in view of the fact that the parties have arrived at a settlement at the stage of admission, the plaintiffs are entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

9. In view of the aforesaid submission made by the counsel for the plaintiffs, the Registry is directed to issue a certificate in favour of the plaintiffs for refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

10. File be consigned to the record room.

SEPTEMBER 15, 2015
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HIMA KOHLI, J