

Date: 19/12/2016

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMS NO. 247 OF 2016

UPL Limited)
A Company incorporated under the)
Companies Act, 1956 having its corporate)
Head office and principal place of business)
at UPL House, 610 B/2, Bandra Village)
Off Western Express Highway)
Bandra (East), Mumbai 400 051) ...Plaintiff

Versus

FIL Industries Limited)
A Company incorporated under the)
Companies Act, 1956)
having its place of business at)
H-88, The South Mall, NDSE-I,)
New Delhi - 110049 and registered)
Office at 7, Sheikh Bagh, Srinagar,)
J & K, Kohinoor House,)
Jammu & Kashmir - 190001)...Defendant

CONSENT TERMS

1. The Defendant acknowledges the ownership and rights of the Plaintiff in the mark SAATHI as more particularly set out in the Plaint. The Defendant agrees with the Plaintiff and undertakes to the Hon'ble Court that they shall neither challenge nor seek a cancellation of any registrations sought / granted in respect of the mark SAATHI or any marks comprising of the mark SAATHI in favour of the Plaintiff.

2. Decree in terms of prayer clauses (a) and (b) to the plaint which are reproduced below and the Defendant undertakes to this Hon'ble Court to comply with the same forthwith in the manner and with the conditions and exceptions as provided herein:

a. the Defendant, its directors, owners, servants, subordinates, representatives, stockists, dealers, agents, affiliates and all other persons claiming under it be restrained by a perpetual order and injunction of this Hon'ble Court from infringing the Plaintiffs' mark SAATHI bearing registration No. 452971 in any manner and from using in relation to any products (including the Impugned Goods or any other similar or cognate goods), the Impugned Mark SAATHI or any other mark which is similar to the mark SAATHI and from manufacturing, selling or offering for sale, advertising or dealing in any products (including the Impugned Goods or any other similar or cognate goods) under the Impugned Mark SAATHI or any other mark which is similar to the Plaintiffs' mark SAATHI;

b. the Defendant, its directors, owners, servants, subordinates, representatives, stockists, dealers, agents, affiliates and all other persons claiming under it be restrained by a perpetual order and injunction of this Hon'ble Court from passing off the Defendant's products/ business as those of the Plaintiff in any manner and from manufacturing, selling, dealing, marketing, advertising, offering to sell any products (including the Impugned Products or any other similar or cognate goods) under the mark SAATHI or under any other mark which resembles the mark SAATHI and from using in relation to any products the mark SAATHI or any mark which resembles the mark SAATHI or comprising of the mark SAATHI;

3. The Defendant acknowledges the ownership and rights of Plaintiff in the mark

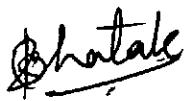
CYRUX for use upon or in relation to products falling in class 5. The Defendant agrees with the Plaintiff and undertakes to the Hon'ble Court that they shall neither challenge nor seek a cancellation of any registrations sought / granted in respect of the mark CYRUX or any other marks comprising of the mark CYRUX in favour of the Plaintiff (including the trademark registration bearing no. 455941 in class 5). The Plaintiff agrees that it will neither make any claim whatsoever in respect to the use of mark CYRUS by the Defendant till date of execution of terms of settlement nor shall it raise objection to products, already manufactured and available with the dealers, agents, resellers or any other person claiming under Defendant till the date of execution of terms of settlement. Defendant agrees and undertakes that it shall not use the mark CYRUS upon any product with effect from the date of execution of terms of settlement.

4. The Defendant agrees with the Plaintiff and undertakes to this Hon'ble Court that subject to conditions mentioned herein the Defendant shall from the date on which these consent terms are executed not in any manner manufacture, sell, deal with, market, advertise or offer to sell any products in class 5 (including any other similar or cognate goods) under the mark CYRUS or under any other mark which resembles the mark CYRUX and shall not use upon or in relation to any products the mark CYRUS or any mark which resembles the mark CYRUX or comprising of such mark/s.
5. The Defendant agrees with the Plaintiff and undertakes to this Hon'ble Court that the application bearing no.2397612 and in class 5 filed by the Defendant seeking registration of the mark depicted at Exhibit K to the Plaint and trademark application (label) bearing no.3370058 mark as Exhibit Q to the affidavit in reply filed by the Defendant, shall be withdrawn by the Defendant within a period of 15 days from the date of filing the present consent terms. A copy of the applications for withdrawal along with the acknowledgments of the appropriate office of the Registrar of Trade Marks shall be forwarded to the Plaintiff's Advocate

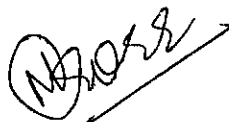
immediately upon the filing of the applications for withdrawal. The Defendant hereby declares that they have not filed any applications for registering the mark SAATHI or CYRUS (except as aforementioned) or any other mark incorporating either the mark SAATHI or CYRUS or any marks similar to the marks SAATHI or CYRUX.

6. The Defendant agrees with the Plaintiff and undertake to this Hon'ble Court that the Defendant shall simultaneously with the execution of these consent terms pay to the Plaintiff an amount of Rs.2,50,000 (Rupees Two lakh fifty thousand only). The Plaintiff agrees and accepts that this amount is full and final settlement of all claims included in the plaint filed by it and it undertakes not to raise any claim whatsoever against the Defendant in future with respect to mark SAATHI or CYRUS including any other mark using these marks as part of it for a period prior to the date of execution of the present consent terms.
7. The Court Receiver shall stand discharged forthwith, without passing of accounts. The goods seized stands released.
8. It is agreed that the Defendant shall be allowed to liquidate its existing stock of SAATHI bearing batch nos. STI-056 TO STI-070 amounting to Rs. 3,25,080 approx. by January 31, 2017. The Defendant confirms that there is no existing stock with it of the product bearing the mark CYRUS and it undertakes not to manufacture any product bearing the mark CYRUS from the date of execution of these terms of settlement. The Plaintiff agrees and undertakes that it would not raise any objection or claim whatsoever with respect to products with marks SAATHI and CYRUS, which are presently with the dealers, agents, resellers etc. till the time these are disposed off by them in course of their business.
9. The Suit as also the Notice of Motion are, accordingly, disposed of.
10. No order as to costs.
11. Refund of court fees as per rules.

Dated this 19th day of December, 2016



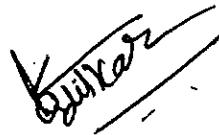
Plaintiff



Defendant

Identified by me
Verma

for Khaitan & Co
Advocates for the Plaintiff



MAG Legal
Advocates for the Defendant

IN THE HIGH COURT OF JUDICATURE
AT BOMBAY

ORDINARY ORIGINAL CIVIL
JURISDICTION

COMS NO.247 OF 2016

UPL Limited

...Plaintiff

Vs

FIL Industries Limited

...Defendant

CONSENT TERMS

DATED THIS 19th DAY OF DECEMBER 2016

M/s Khaitan & Co
Advocates for the Plaintiff
One Indiabulls Centre, 13th Floor,
841 Senapati Bapat Marg,
Elphinstone Road, Mumbai 400 013
Advocate Code No. 1-955
O.S. Registration No.8338
E-mail: litigation.mumbai@khaitanco.com
