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

+ CS(OS) 271/2014 and I.A. 8734/2014

ADIDAS AG

..... Plaintiff

Through: Mr. Dev Jyoti Ghosh, Advocate

versus

MUTHU & ORS

..... Defendants

Through: Mr. S. Aravindh, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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25.07.2016

1. Counsels for the parties state that on being referred to mediation, the parties have been able to negotiate a settlement. The original Settlement Agreement dated 22.07.2016 has been forwarded by the Delhi High Court Mediation and Conciliation Centre. The terms and conditions of the settlement have been set out in pages 2 and 3 of the Settlement Agreement, whereunder the defendants have agreed not to use the name/mark, "ADIMAS" or any other mark identical or deceptively similar to the plaintiff's registered trademark, "ADIDAS" either as a name/mark/logo for any kind of goods or services in the future. The defendants have also agreed to destroy the goods seized by the Local Commissioner, at their own costs and they have undertaken to withdraw the application for registration of the mark, "ADIMAS" within four months reckoned from 22.07.2016. Similarly, the plaintiff has undertaken to withdraw the rectification petition filed before

the Intellectual Property Appellate Board (IPAB) within two months from the date of receipt of the certificate of withdrawal by the defendants. The other terms and conditions of settlement have been set out elsewhere in the Settlement Agreement.

4. The Court has pursued the Settlement Agreement dated 22.7.2016. The same has been signed by the Power of Attorney Holders of the plaintiff No.1 and 2 and the defendant No.1, who is the proprietor of the defendants No.2 to 4 as also their respective counsels and the learned Mediator.

5. As counsels for the plaintiff and the defendants jointly state that the parties have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement dated 22.07.2016.

6. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 22.07.2016, while leaving the parties to bear their own costs.

7. The suit is disposed of, along with the pending application.

8. File be consigned to the record room.

HIMA KOHLI, J

JULY 25, 2016

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