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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 1648/2012**
M/S DHARAMPAL & SATYAPAL PVT LTD

..... Plaintiff

Through : Ms Vaishali Mittal, Ms D Neha
Reddy, Advs with Ms A Loordma
Mary, AR of plaintiff and D3.

versus

GANESHAAY LAB PVT LTD & ANR

..... Defendants

Through : Mr Sanjeev Goyal, Adv for D1 & D2
with D2 in person.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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09.09.2016

IA No.11188/2016

1. The parties have filed joint application under Order XXIII Rule 3 of the CPC; as it is stated that the parties have arrived at an amicable settlement in the following terms:-

"2. Party 1 and Party 2 during the pendency of the present suit have agreed to settle the matter amicably on the following terms:

a. That Party 2 will assign the following trademarks/trademark applications in favour of the Defendant No.3 for a total consideration of INR 5 lakhs (Five Lakhs Only), within 30 days of the present joint application of the parties being allowed by this Hon'ble Court:-

S. No.	Trademark	Trademark Number/Application number	Class	Application Date
1	SGL CATCH (Device)	2546200	05	10/06/2013
2	S.G.L. Catch (Logo)	2158884	21	13/06/2011
3	Catch	1858623	03	04/09/2009

b. Party 1 undertakes to make the said monetary payment of consideration of INR 5 lakhs for transfer of the trademarks as mentioned in clause 2(a) vide a cheque in favour of Ganeshaay Labs Private Limited (Defendant No.1) on the day of recordal of the present compromise application.

c. Party 1 hereby acknowledges that Party No.2 can use the mark 'S.G.L.' in isolation or in conjunction with any other mark which is dissimilar to the Party No.1's **CATCH** trademarks."

2. In terms of the aforesaid settlement between the parties, the learned counsel for the plaintiff has handed over a cheque of ₹5.00 Lac (bearing No.475885 dated 06.09.2016 drawn on State Bank of India, in favour of the defendant).

3. Accordingly, the suit of the plaintiff is hereby decreed in terms of prayer Nos.1(i) and 1(ii) of plaint, which reads as under:-

"1. In the circumstances aforesaid, the Plaintiff respectfully pray for :-

i) A decree of permanent injunction restraining the Defendant No.1 from infringing Plaintiff's licensed Trade Mark by themselves, their Partners, Directors, proprietors/ Principal officers, employees, representatives, stockiest, dealers, agents and all other persons claiming under or through or on behalf of them or acting in concert with them or otherwise howsoever, from manufacturing, selling, distributing, offering for sale, advertising directly or indirectly their goods under the trade mark 'CATCH' along with its label device or any other trade mark which is deceptively / confusingly similar or identical to Plaintiff's licensed Trade Mark "CATCH" or any

other trade name or Trade Mark which is likely to deceive or likely to confuse the members of public and trade.

ii) A decree of mandatory injunction in the nature of delivery up to the Plaintiff or destruction of all the material, goods, articles, pillow packs, stickers, hoardings cartons, boxes, pamphlets, brochures, advertising materials, papers, stationery and other material of the Defendant No.1 bearing the impugned Trade Mark "CATCH" either in words or by way of labels or any other deceptively or confusingly Trade Mark / Trade Name, similar / identical to it."

4. The interim order passed on 29.05.2012 in IA No.10673/2013 is made absolute.

5. Parties to bear their own costs. Decree Sheet be drawn accordingly.

6. The next date of hearing i.e. 02.02.2017 stands cancelled.

VIBHU BAKHRU, J

SEPTEMBER 09, 2016

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