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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 2241/2013 & IAs. 18356/2013, 21427/2014
LOUIS VUITTON MALLETIER Plaintiff
Through: Ms. Udit Patra and Mr. Shamim
Nooreydzan, Advs.

Versus

SUHAIL AHMAD & ORS Defendants
Through: Mr. Ajay Kumar Agarwal, Adv. for D-1
to D-3 with defendant no. 1 in person.

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER
% **31.05.2016**

1. Learned counsel for the parties state that the parties have settled their disputes in terms of the settlement agreement dated 15th October, 2015 executed by the parties before the Delhi High Court Mediation and Conciliation Centre.
2. I note that the parties were referred to the Delhi High Court Mediation and Conciliation Centre by this Court on 3rd February, 2015. The Centre has placed on record the settlement agreement dated 15th October, 2015 consisting of 9 pages including Annexure-A. The same is signed by the authorized representative of the plaintiff, Mr. Suhail Ahmad for defendants no. 1 and 3, their counsels and learned Mediator.

3. The settlement agreement reveals that the parties have settled their disputes in the following terms:

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(i). *The Defendant No.1 states that he is the proprietor of the Defendant No.3 outlet and therefore, authorized to execute these presents on behalf of Defendant No.3.*

ii. *The Defendant No.1 states that Defendant No.2 namely Mr.Saleem was an employee in the Defendant No.3 outlet, and has left the employment of Defendant Nos.1 and 3, and is not a proper party in CS(OS) No.2241/2013, and ought to be discharged as provided in order I Rule 10(2) of the Code of Civil Procedure. The Plaintiff has accepted this averment of the Defendant No.1 and they both agree to the discharge of Defendant No.2 as a party in the said suit. Accordingly, it is agreed that there is no requirement of execution of this Settlement Agreement by Defendant No.2.*

iii. *The Defendants acknowledge that the Plaintiff is the registered proprietor of the trademarks "LOUIS VUITTON", the LV logo, and the Toile monogram' pattern.*

iv. *The Defendants also acknowledge that the trademarks "LOUIS VUITTON", the LV logo, and the Toile monogram' pattern are well-known trademarks under Section 11 (6) the Trade Marks Act, 1999.*

v. *The Defendants acknowledge that the Plaintiff is the registered proprietor of the registered trademarks in India, described in a table annexed herewith and marked as ANNEXURE-A.*

vi. *The Defendants undertake and agree that they shall not import, offer for sale or supply, sell, supply, advertise, directly or indirectly deal in, manufacture or cause to be manufactured, print or cause to be printed, reproduce or market through any retail/ wholesale material outlets, or through any form of e-commerce including portals, websites, handbags, wallets, leather accessories or any other goods including or bearing the Plaintiff's trademarks "LOUIS VUITTON", the "LV" logo, the Toile monogram' pattern or any other deceptively similar trademark as it would result in infringement of the trademarks of the Plaintiff and passing off.*

vii. *The Defendants acknowledge that the Plaintiff has suffered damages that are equivalent to INR 2,00,000/- as a consequence of the infringement activities of the Defendant. However, as the Defendants have limited financial resources and would be unable to pay a complete some of damages to the Plaintiff, the Defendants undertake to pay to the Plaintiff a total sum of INR 90,000/- (Rupees Ninety Thousand Only) towards partial costs of litigation incurred by the Plaintiff.*

viii. *The aforementioned payment of Rs.90,000/- (Rupees Ninety Thousand Only) shall be made by Defendant No.1 in the name of M/s Anand and Anand, the counsel of the Plaintiff, and payable at New Delhi, before the Hon'ble Court on the date already fixed when this shall be recorded. It is stated by the Plaintiff that after receiving the amount of INR 90,000/- (Rupees Ninety Thousand Only), the counsel of the Plaintiff, Anand and Anand, shall remit the entire amount to the Plaintiff in accordance with law after obtaining the requisite permission from the appropriate authority, if necessary.*

ix. The Defendants undertake to hand over to the Plaintiff all counterfeit Louis Vuitton goods that are in their possession including the goods that were seized and returned on superdarinama by the Local Commissioners of the Delhi High Court. The Defendants undertake that all these goods would be delivered to the counsel of the Plaintiff for destruction at B-41, Nizamuddin East, New Delhi.

7. The undertakings given here shall henceforth be binding on all the legal heirs, representatives and assigns-in-business of the Defendants.

8. Should the defendant be found in breach of the present memorandum of compromise at any future date, they agree to be liable to pay a liquidated sum of INR 2,00,000 to the Plaintiff.

9. In consideration of all the abovementioned undertaking by the Defendants, the Plaintiff foregoes its claim for delivery up, rendition of accounts, costs and damages under paragraphs 41(e) (f) and (g) of the Plaint.

10. By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to the dispute in issue in the instant suit and all the disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Mediation.

11. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in the future."

4. The undertaking given by the parties in the settlement agreement dated 15th October, 2015 is taken on record.

5. The Suit is disposed of being settled.
6. All the pending applications stand disposed of being infructuous.

V. KAMESWAR RAO, J

MAY 31, 2016

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