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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(OS) 2864/2014, IAs 24621/2014 & 25715/2015**  
**J CHOO LTD & ANR**

..... Plaintiff

Through: Mr. Manav Kumar, Adv. with Mr.  
Manoj Kr. Sahu, Adv.

versus

**DARVEYS.COM & ORS**

..... Defendant

Through: Mr. Ashish Kapur, Adv. with Ms.  
Chhavi Luthra, Adv.

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

**ORDER**  
% **15.01.2016**

Learned counsel for the parties, state that the parties have settled their inter-se disputes in terms of the Settlement Agreement dated November 23, 2015. I note, report of the Delhi High Court Mediation & Conciliation Centre is on record, which runs into 12 pages. The parties have appended their signature and acknowledged the terms of the settlement. The terms of the settlement reads as under:-

*“1. WHEREAS the First Party filed a suit being CS(OS) No.2864/2014 the Hon’ble High Court of Delhi for permanent injunction, infringement of trademark, damages, delivery up, etc.*

*2. AND WHEREAS the above matter has been referred to*

*Samadhan (Delhi High Court Mediation and Conciliation Centre) vide an order dated 03.03.2015 passed by Hon;ble Mr. Justice Manmohan.*

*3. AND WHEREAS the parties agreed that Mr. Ashok Sethi, Advocate, would act as their Mediator in the Mediation Proceedings.*

*4. AND WHEREAS the First Party had prayed for permanent injunction in para 43(a), (b) in the plaint of the aforesaid suit, the essential controversy centred on the apprehension of the First Party that Jimmy Choo brand, products marketed by Plaintiff No.2 for Plaintiff No.1 in India, if and when marketed through the e-commerce portal [www.darveys.com](http://www.darveys.com) owned and operated by Defendant No.2 Company, would render the First Party liable for guarantee, exchange, etc. Unless safeguards were provided in this respect.*

*5. AND WHEREAS comprehensive mediation sessions were held with the parties and their respective counsel on 9.3.2015, 18.3.2015, 7.4.2015, 27.4.2015, 22.5.2015, 3.7.2015, 17.7.2015, 22.7.2015, 27.7.2015, 11.8.2015, 24.8.2015, 14.9.2015, 6.10.2015, 13.10.2015, 16.11.2015 and 23.11.2015 and the parties have, with the assistance of the Mediator arrived at an amicable solution resolving the above mentioned matter.*

*6. AND WHEREAS the parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator.*

*7. The following settlement has been arrived at between the parties hereto:-*

*I. Parties hereto agree that Defendant No.1 is a website being [www.darveys.com](http://www.darveys.com) is not a juristic person, cannot be a*

*party and, therefore, by consent deleted from the array of parties.*

*II. The First Party hereby states that Jimmy Choo alone or in conjunction with the other words, is a distinctive trademark with distinctive logo, packaging, renowned in the world for high quality products and that it is registered in India in Classes 3,4,6,9,14,18,24,25,35 as described in para 23 of the plaint in CS(OS) 2864/2014. The Second Party hereby states that it operated e-commerce portal [www.darveys.com](http://www.darveys.com) whereby Jimmy Choo products aforementioned are offered to customers, although the supply of source is not through Plaintiff No.2. Therefore, the Second Party acts as a medium for e-commerce and the conditions/warrants of sale concern the supplying party and the customer. This fact is acknowledged by the First Party. Defendant No.2 agrees that he shall be responsible for the compliance of terms described hereinbelow since he is the owner/operator of the said website [www.darveys.com](http://www.darveys.com).*

*III. That in light of above, the parties hereto agree that the remedy to allay the apprehension that buyers buying through the aforementioned portal shall approach the First Party for redressal of their requirements of repair, return, refund, etc is to suitably inform in the website itself that no recourse lies against First Party.*

*IV. That Defendant No.2 also organizes exhibitions in which aforementioned Jimmy Choo products are offered. Here also, parties hereto agree, that display shall be made at the exhibition site that no recourse lies against First Party, for guarantees, warranties, returns, repairs, refunds, etc.*

*V. Parties hereto agree that, not on the home page but on the second click when Jimmy Choo products are accessed online by a prospective customer, the following declaration shall appear in the manner shown in the illustration, a copy*

*of which is annexed herewith and marked as ANNEXURE-C.*

*“All goods purchased through Darveys.com are subject to warranty/exchange provided by the entities selling on Darveys.com. The brand owner and their channel partners are not responsible for warranty/exchange of goods purchased through Darveys.com.”*

*VI. Above legend, stating ““All goods purchased through Darveys.com are subject to warranty/exchange provided by the entities selling on Darveys.com. The brand owner and their channel partners are not responsible for warranty/exchange of goods purchased through Darveys.com” shall be displayed whenever Plaintiff No.2 organises exhibitions in the material world.*

*VII. Parties hereto declare that Defendant Nos.3 & 4 in CS(OS) No.2864/2014, have been discharged and deleted from the array of parties. As stated hereinabove, Defendant No.1 is not a juristic entity but a cyber portal operated by Defendant No.2, ought to be and is deleted from the array of parties subject to order of the Hon’ble Court.*

*8. By signing this Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.*

*9. 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 future.”*

The parties shall be bound by the terms of the Settlement Agreement.

Learned counsel for the parties state, that the suit be decreed in terms of the settlement entered into between the parties. The suit is decreed. Let decree

sheet be drawn accordingly in terms of the Settlement Agreement dated November 23, 2015.

**V. KAMESWAR RAO, J**

**JANUARY 15, 2016/ak**