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

+ CS(OS) 3700/2014

SHKTI BHOG FOODS LTD Plaintiff
Through: Mr. Jithin M. George, Adv.

versus

GOALPARA ROLLER FLOUR MILLS LTD Defendant
Through: Ms. Mahe Zehra and Mr. Arun
Aggarwal, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

% **17.05.2016**

1. The parties were referred to the Delhi High Court Mediation and Conciliation Centre by this Court vide order dated 19th January, 2016. The Delhi High Court Mediation and Conciliation Centre Mediator Mr. R.K. Bali has filed the report / settlement agreement dated 11th May, 2016 consisting of 6 pages including one Annexure from where it is noted that the parties have settled their *inter se* disputes on the following terms:

“6.(a) That the Defendant acknowledges the Plaintiff's proprietary rights in its registered Trade Mark TIGER and further acknowledges that the plaintiff has the exclusive right to use of the said trademark in relation to the said goods.

b) That the Defendant further acknowledges the goodwill and reputation associated with the Plaintiff's registered trademark TIGER.

c) That in terms of the settlement arrived at between the parties, the Defendant is given a period of one year (365 days), from the date of vacation of the interim ex-parte injunction granted by the Hon'ble Court, to use and exhaust its remaining packaging/stock bearing the impugned Trade Mark "Double TIGER". The Defendant further acknowledges and undertakes that after the expiry of the said period of one year, the Defendant will completely cease the use of the Impugned mark or any other mark similar /deceptively similar to the Plaintiff's mark TIGER.

d) That the Defendant further acknowledges and undertakes to withdraw all the Trade Mark applications filed by it with respect to the impugned mark "Double TIGER", specifically applications bearing no 1752509 and 3027627 and/or any other applications filed by it seeking registration of the impugned mark "Double TIGER" or any other mark similar/deceptively to the Plaintiff's mark TIGER.

e) That the Defendant undertakes before this Hon'ble Court that it shall not use the Plaintiff's trademark TIGER or any other trademark identical and/or deceptively similar to the Plaintiff's said trademark after the expiry of the aforementioned period of one year.

f) That the Defendant further undertakes before this Hon'ble Court that it shall not at any time in future, use or shall attempt to register in its name any trademark, logo, trade name, trade dress, label, packaging or wrapper which is identical or deceptively similar to the plaintiff's trademark TIGER and/or its logo/ packaging.

g) In consideration of the terms of the present Joint Settlement Application and the undertakings of the parties herein, the Plaintiffs undertake to forsake their claims for damages.

h) That it is mutually agreed that no party shall file any case against other in any court with respect to the Brand Double Tiger with for the same cause of action.

i) That the instant suit shall stand disposed off in above terms and the parties shall bear their own costs.”

2. I note that the settlement agreement dated 11th May, 2016 is signed by the authorized representative of the plaintiff and the authorized representative of the defendant, their counsels and the learned Mediator.

3. The parties undertake that they shall abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future. The undertaking is taken on record.

4. In terms of Clause 7 of the agreement, request for refund of Court Fees under Section 16 of the Court Fees Act, 1870 has been made.

5. Since the parties have settled their inter-se disputes through process of mediation, at the time of filing of list of witnesses, i.e, at pre-evidence stage, the plaintiff shall be entitled to the refund of Court Fees under Section 16 of the Court Fees Act, 1870.

6. The suit is disposed of
7. The date already fixed, i.e., 17th October, 2016 stands cancelled.

IA 24072/2014

Dismissed as infructuos.

V. KAMESWAR RAO, J

MAY 17, 2016

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