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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 4000/2014**
RELIANCE INDUSTRIES LTD Plaintiff
Through: Mr.Ankit Sahni, Adv.
versus
RELIANCE WIRECHEM INDUSTRIES PVT LTD Defendant
Through: Mr.A.Banerjee, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

% **21.01.2016**

1. The parties were referred to the mediation process under the aegis of the Delhi High Court Mediation and Conciliation Centre vide order dated April 16, 2015.
2. Ms.Pooja Anand, learned Mediator of the Delhi High Court Mediation and Conciliation Centre has filed the settlement agreement dated August 10, 2015 executed between the parties herein, through their respective representatives i.e. Mr. Pradeep Kumar Singha (for the plaintiff) and Mr. Sachin Jain (for the defendant).
3. The settlement agreement reads that the settlement has been arrived at between the parties in terms of clause (6), which reads as under:
 - a) *That the defendant admits the validity and the sole and exclusive proprietary rights of the plaintiff in its registered trademarks bearing nos. 604840 in class 1, 2247455 in class 1, 873973 in class 3, 874014 in class 3, 1880691 in class 3, 2097785 in*

class 3, 2247453 in class 3 and 1880692 in class 6, and undertake that the defendant shall not challenge the same either directly or indirectly at any time in future before any Court/Tribunal/Statutory body, etc.

- b) That the defendant further admits that the sole and exclusive proprietary rights of the plaintiff in its prior adopted and prior used trade mark/trade name “RELIANCE/RELIANCE INDUSTRIES LTD.” and undertakes that the defendant shall not challenge the same either directly or indirectly at any time in future before any Court/Tribunal/Statutory body. etc.*
- c) That the defendant further undertakes and confirms that the defendant has ceased to use the trade name “RELIANCE WIRECHEM INDUSTRIES PVT. LTD.” and shall not use the same or any other trade name which incorporates the mark/name RELIANCE or any other deceptively similar mark/name to the mark/name RELIANCE of the plaintiff.*
- d) That the defendant undertakes and agrees that it shall not at any time in the future, use the trade mark/trade name “RELIANCE WIRECHEM INDUSTRIES PVT. LTD.” or any other trade mark/trade name which incorporates the mark/name RELIANCE for any goods/services and further the defendant acknowledges that the mark/name RELIANCE of the plaintiff is a well known and famous trademark. The defendant further undertakes that the defendant shall not indulge in any act that would amount to infringement of the plaintiff’s Intellectual Property Rights.*
- e) That it is agreed by and between the parties that in the event of any future infringement of the plaintiff’s Intellectual Property Rights in its mark/name RELIANCE by the defendant by way of dealing with*

any kind of goods/services bearing the said mark/name RELIANCE or any other deceptive variant(s) of the same, the plaintiff herein would be entitled to institute appropriate legal proceedings, civil and/or criminal, for the enforcement and protection of its said rights, to seek any and all remedies under law as available to the plaintiff and nothing contained in the settlement terms recorded under the present settlement agreement would be interpreted to restrict such rights.

- f) That the defendant undertakes and confirms that they have already destroyed all labels, products, packaging, printed material, brochures, advertisements etc. lying with the defendant which contain any reference to the impugned trade mark/trade name "RELIANCE / RELIANCE WIRECHEM INDUSTRIES PVT. LTD.".*
- g) That the defendant shall move an application before ROC (Registrar of Companies) for change of name or closure of the company namely Reliance Wirechem Industries Pvt. Ltd. within 10 days of the execution of the present settlement agreement.*
- h) That the parties agree that all terms and conditions of this settlement agreement are fair and reasonable and have been entered into after full appreciation of its various clauses and implications.*
- i) That the parties agree that all their pending disputes have been resolved in full and final settlement by virtue of the settlement terms recorded in the present settlement agreement and the plaintiff would not institute or press any further remedies or damages, available to them, for infringement of trademark of the plaintiff, prior to the date of execution of the present settlement terms as recorded in the present settlement agreement, unless there is a breach of the terms of the present settlement.*

j) It is agreed that a decree may be passed in terms of the settlement agreement including the paragraph 30(i) to 30(v) of the plaint which may be read as part and parcel of this settlement agreement”.

4. The settlement agreement also records as under:-

“7. That in the light of the aforesaid terms, the plaintiff will be at liberty to move an appropriate application, under Section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, 1908 for refund of the court fee deposited by it.

8. By signing this settlement 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 with regard to the instant suit by the parties hereto through the process of mediation.

9. That the parties undertake before the Hon’ble Court that they are bound by this settlement agreement and to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future”

5. The learned counsel for the parties state, the settlement agreement dated August 10, 2015 be taken on record and the suit be decreed in terms thereof.

6. It is noted from the above that the parties have entered into a settlement, knowing well that the settlement is fair after full appreciation of its various clauses and implications. They have also agreed that the decree be passed in terms of the above settlement including the paragraph 30(i) to

30(v) of the plaint, which be read as part and parcel of the settlement agreement. It is also agreed that the parties would be liberty to move an appropriate application under Section 16 of the Court Fees Act, 1870 read with section 89 of CPC, 1908 for refund of court fee deposited in this Court. It is also revealed that on the signing of the agreement, the parties have no further claims against each other and all the disputes and differences have been amicably settled with regard to the instant suit.

7. In terms of the settlement agreement, the learned counsel for the parties state that their clients shall abide by the terms and conditions of settlement set out in the agreement and not to dispute the same hereinafter in future. The statement of the counsel for the parties is accepted. The clause 6 of the settlement agreement dated August 10, 2015 is taken on record. The suit is decreed in terms of clause 6 of the settlement agreement dated August 10, 2015, which includes prayers 30 (i) to 30(v) of the plaint. There shall be no order as to costs.

V. KAMESWAR RAO, J

JANUARY 21, 2016/akb