

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL SUIT NO.551 OF 2016**

ZIH Corp. and Ors.

....Plaintiffs

Vs.

Zebra Technologies

....Defendant

Mr. Alankar Kirpekar a/w. Mr. Aakash Joshi i/b. MAG Legal for plaintiffs.

Mr. Chandrakant Y. Sakpal i/b. Chandrakant and Associates for defendant.

Mr. Babubhai Bechara Van, authorised representative of defendant present in person.

CORAM : K.R.SHRIRAM, J.

DATE : 20th JULY, 2017

PC.:

1 The counsel for plaintiffs and defendant state that parties have amicably resolved the matter and defendant has agreed to submit to the decree in terms of prayer clauses – (a) and (b) which read as under :

“(a) that this Hon'ble Court restrain the Defendant and any individual or entity acting in concert with it by an order of perpetual injunction of this Hon'ble Court from using in any manner the Impugned Marks “ZEBRA”, “ZEBRA



TECHNOLOGIES” and the label, or any variation thereof upon or in relation to the Defendant's business, products, services, trade name, Internet domain name, email address, social media handle, packaging, advertising material, brochure, labels, stationery articles, letter-heads, business cards or in any other manner whatsoever that may cause confusion or infringe the Plaintiffs' ZEBRA Marks as mentioned in Exhibits – H1 to H3.

(b) that this Hon'ble Court restrain the Defendant and any individual or entity acting in concert with it by an order of perpetual injunction of this Hon'ble Court from using in any manner the Impugned Marks “ZEBRA”, “ZEBRA



TECHNOLOGIES” and the  label or any variation thereof upon or in relation to the Defendant’s business, products, services, trade name, Internet domain name, email address, social media handle, packaging, advertising material, brochure, labels, stationery articles, letter-heads, business cards or in any other manner whatsoever that would allow the Defendant to pass off or attempt to cause, enable or assist others to pass off its business, products and services as those offered by the Plaintiffs under the marks “ZEBRA”, “ZEBRA



TECHNOLOGIES”, the logos & and the label mark .”

2 The counsel for defendant states that defendant's Proprietor - Babubhai Bechara Van, is present in court and also tenders an affidavit affirmed on 20th July, 2017 consenting to the decree in terms of prayer clauses – (a) and (b). The affidavit is taken on record and marked 'X' for identification.

3 The counsel for plaintiff tenders copies of three letters addressed from all three plaintiffs to the Advocate for plaintiffs to agree to settle the matter, copies of which are taken on record and marked 'X-1 (Colly.)’ for identification.

4 In view thereof, the suit stands decreed in terms of prayer clauses – (a) and (b) and accordingly disposed. Pending notice of motion

also stands disposed. Any interim order also stands vacated.

5 The Court Receiver stands discharged without passing of accounts. The undertaking of plaintiffs' Advocates to pay whatever deficit charges are payable to the Court Receiver within two weeks of receiving a communication from the Court Receiver is accepted.

(K.R. SHRIRAM, J.)