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

+ **CS(COMM) 79/2016**

PUMA SE & ANR

.....Plaintiffs

Represented by: Ms. Astha Joshi, Advocate.

versus

MRJ INDUSTRIES LIMITED & ORS

..... Defendants

Represented by: Ms. Pankhi Harmilaphi,
Advocate.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

27.10.2017

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I.A. No. 9200/2017 (under Order XXIII Rule 3 CPC)

1. By this joint application filed by the plaintiffs and defendants, they seek disposal of the suit in terms of the settlement.
2. Application is disposed of taking the settlement on record and decreeing the suit in terms of the settlement.

CS(COMM) 79/2016

1. Plaintiffs and defendants have settled the disputes on the following terms and conditions as noted in para-2 of I.A. No. 9200/2017 as under:

"2. That during the pendency of the present proceedings, the Plaintiff and the Defendants have arrived at a settlement in view of the following terms and conditions:

- a. *That the Defendant admit, confirm and agree that the Plaintiff is Registered in India bearing Registration No.407833 in class 25 with respect to shoes and parts thereof including in class 25 of use on spots and athletics as on 11th July, 1983.*
- b. *That the Defendants agree, confirm and admit that the*

Plaintiff shoes bearing its distinctive Form Strip logo
 *include is novel and the Plaintiff Company was the first to adopt this Form Strip logo and commercialize for production of shoes.*

- c. That the Defendants undertake with immediate effect to cease using and shall not use the mark similar to Plaintiff, Form strip mark or ant or other mark identical or deceptively similar to Plaintiff for any kind of goods or services in future.*
- d. That the Defendants undertakes to withdraw the registration for the devise if filed for a mark similar to Plaintiff's Form Strip devise or any other mark similar to that of the Plaintiff.*
- e. That the Defendants undertakes that in future not to manufacture/see/market/deal in goods/products using a mark/devise or deceptively similar to plaintiff's Form Strip devise (as depicted in the Plaint).*
- f. That the Defendants further undertakes not to apply in the future for registration of any mark or logo which is identical or deceptively similar to the Plaintiffs Form Strip logo or any other Mark/logo similar to that of the Plaintiff.*
- g. That the Defendants have paid an amount of ₹75,000/- (Rs. Seventy Five Thousand only) vide Cheque No. 012911 dated 11.08.2016 in the name of Ranjan Narula Associates as full and final settlement amount.*
- h. That the Defendants further undertake that within 10 days from the signing of the settlement agreement shall hand over all the infringing goods seized by the court appointed local commissioner to the representative of the Plaintiff for the destruction and shall have no claim over the same."*

2. Application is supported by the affidavit of Shri Rahul Sethi, authorized attorney of plaintiff No.1, Shri Madhuresh Singh, authorized representative of plaintiff No.2 and Shri Saurabh Juneja, authorized representative of defendant. Authorizations in favour of Shri Rahul Sethi,

Shri Madhuresh Singh and Shri Saurabh Juneja have been enclosed with the application. Learned counsel for the defendant states that all the infringing goods seized have been destroyed in the presence of the representative of the plaintiffs.

3. Consequently the suit is decreed in terms of the settlement as noted above. Decree sheet will incorporate the terms of the settlement.

4. Court fee be returned to the plaintiffs under Section 16 of the Court Fee Act.

I.A. No. 1646/2016 (under Order XXXIX Rule 1 and 2 CPC)

Application is disposed of as infructuous.

MUKTA GUPTA, J.

OCTOBER 27, 2017

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