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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) No.499/2016 & IA No.5707/2016 (for stay).**
TBL LICENSING LLC Plaintiff
Through: Mr. Kanishk Kumar, Adv.
versus
A. B. ACCESSORIES & ORS Defendants
Through: Mr. Satish Mishra, Adv. for D-2 to 4.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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19.04.2017

1. The plaintiff instituted this suit to restrain the four defendants namely M/s A.B. Accessories, Atul Abrol, Manju Abrol and Ramesh Chandel from using the trademark 'TIMBERLAKE' thereby infringing the trademark 'TIMBERLAND' of the plaintiff and from passing off their goods as that of the plaintiff.
2. The suit was entertained and vide *ex parte ad interim* order dated 9th May, 2016 the defendants were restrained from selling, advertising or manufacturing goods including readymade garments under the trademark 'TIMBERLAKE'.
3. The counsel for the defendants no.2 to 4 only appeared and the written statements were also filed on behalf of the defendants no.2&3 and on behalf of defendant no.4.
4. None appeared for defendant no.1 despite service.
5. The parties were vide order dated 22nd December, 2016 referred to the Mediation Cell of this Court.
6. Mediation has been successful with the efforts of Mr. Sanjeev Tyagi, Advocate/Mediator and a Settlement Agreement dated 17th January, 2017

purporting to be signed on behalf of the plaintiff as well as on behalf of defendants no.2 to 4 and their respective Advocates and the Mediator has been received and the counsel for the plaintiff and the counsel for defendants no.2 to 4 support the Settlement Agreement and state that the suit be decreed in terms thereof.

7. The counsel for the plaintiff states that in terms of the Settlement Agreement the defendant no.1 is to be deleted from the array of defendants.

8. It is ordered accordingly.

9. The Court Master to, under his signatures in today's date, make an endorsement on the Memo of Parties of deletion of defendant no.1 M/s A.B. Accessories.

10. The defendant no.2, in terms of clause 6 (vii) of the Settlement Agreement has on 29th March, 2017 already paid a sum of Rs.1,30,000/- to the plaintiff.

11. I have perused the Settlement Agreement and find the compromise arrived at between the parties to be lawful and allow the said compromise.

12. The counsel for the plaintiff states that the defendants no.2&3 have till now not furnished to the plaintiff a copy of the withdrawal letter in terms of para 6 (iv) of the Settlement Agreement.

13. A decree is passed in favour of the plaintiff and against the defendants no.2 to 4 in terms of the Settlement Agreement which shall form part of the decree sheet.

14. The defendants 2&3 are also directed to, on or before 30th April, 2017, furnish to the plaintiff a copy of the withdrawal letter in terms of para 6(iv) of the Settlement Agreement.

15. The exercise of removal of the labels from the goods seized by the Court Commissioner appointed in this case be also undertaken on 9th May, 2017 between 1100 hours and 1700 hours.

16. The parties are left to bear their own costs.

Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J

APRIL 19, 2017

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