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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 531/2016 & IA Nos.21136/2014**
KENT RO SYSTEMS LTD & ANR

..... Plaintiff

Through : Mr.Abhishek Kotnala, Adv.

versus

M/S AQUAFRESH RO SYSTEMS & ANR Defendant

Through : Mr.Vikas Mahajan, Adv.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **15.09.2017**

IA No.9807/2017

It is submitted by both the counsels that the matter has been amicably settled between the parties and decree has been passed in terms of statement as enumerated in para 8 of the Settlement Agreement dated 19.07.2017. It is confirmed that this settlement has been arrived at voluntarily, of their free will and there is no impediment if the decree is passed in case the suit is disposed of in terms of para 8 of the settlement agreement.

Para 8 of the agreement runs as under :

“8. The following settlement has been arrived at between the parties hereto :

a) The plaintiffs have made the following prayers (i) and (ii) which are reproduced herein :-

(i) Decree for permanent injunction restraining the Defendants, its Directors, partners or proprietor as the case may be, its assigns in business, franchisees, store owners, licenees, distributors and

agents from manufacturing, using reproducing, importing, selling, offering for sale or dealing in goods/products which are identical or similar or are an imitation or a substantial reproduction of the Plaintiffs Registered Designs under Design No.219309 dated 17 October 2008 and Design No.224813 dated 23 September 2009, amounting to infringement/piracy under Section 21 of the Designs Act;

(ii)Decree for permanent injunction restraining the Defendants, its Directors, partners or proprietor as the case may be, its assigns in business, franchisees, store owners, licencees, distributors and agents from manufacturing, selling, offering for sale, advertising, directly or indirectly dealing in identical and/or allied/cognate products/services, under the trade marks AQUAFRESH Super Grand+ and AQUAFRESH Pearl, or any other trade mark or logo/device, which is identical to and/or deceptively similar to the plaintiffs trade marks KENT Grand+ and KENT Pearl or incorporates the words “Grand+” and “Pearl” or any trade mark or logo/device, which is identical to and/or deceptively similar to the above mentioned plaintiffs trade marks, amounting to passing off the goods/products of the defendants for those of the plaintiffs;

b) It is agreed and settled that the Defendants will suffer decree in respect of the above two prayers referred to in para (a) above. However, the defendants will be

free to use the word/mark AQUAFRESH in respect of the RO systems which the defendants intend to sell or deal with and which do not infringe the registered designs of the plaintiffs.

- c) It is further agreed and settled between the parties that at present the defendants are not having any RO models of the mark AQUAFRESH Super Grand+ and AQUAFRESH Pearl in their shop/premises or anywhere in their possession and they undertake not to sell and otherwise deal in the designs/trade mark of the aforesaid RO systems.*
- d) It is further agreed and settled between the parties that the plaintiffs will not claim any damages/costs from the defendants which they have claimed in their suit.”*

In view of the settlement the suit stands disposed of. The terms of settlement as embodied above shall form part of the decree. Pending applications are also disposed of.

Decree Sheet be drawn accordingly in terms of para 8 of the agreement. As the matter has been settled, the plaintiff shall be entitled to refund of Court Fees per the provisions of the Court Fees Act.

YOGESH KHANNA, J

SEPTEMBER 15, 2017

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