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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 658/2018

SANDISK LLC & ANR

..... Plaintiffs

Through

Ms.Shwetasree Majumdar with
Mr.Prithvi Singh, Advocates.

versus

CELL STAR & ANR

..... Defendants

Through

Mr.Shinoj K.Narayanan with
Mr.Nishad L.S. Advocates for D-1 & 2.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

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12.09.2018

I.A.No.12351/2018

Present joint application has been filed under Order XXIII Rule 3 read with Section 151 CPC. The same is duly signed by learned counsel for the plaintiffs and defendants. Present application is also supported by the affidavits of constituted attorney of the plaintiffs and the defendants.

Both the learned counsel state that the matter has been compromised in accordance with the terms mentioned in the present application. The essential terms and conditions of the present compromise application are as under:-

- (a) The defendants acknowledge the plaintiff no.1 is the proprietor of the trademark 'SanDisk',  logo, and 'Red Frame' logo. The defendants acknowledge that the plaintiff's

trademark 'SanDisk' is well-known mark.

- (b) The defendants acknowledge that they have infringed the trademarks of the plaintiffs being 'SanDisk',  logo and the 'Red Frame' logo.
- (c) The defendants agree to suffer a decree of injunction passed by this Court from manufacturing, selling, offering for sale, dealing in products that infringe the plaintiffs' trademarks 'SanDisk',  logo and 'Red Frame' logo and/or are identical or deceptively similar to the plaintiffs' product packaged and sold under the trademark 'SanDisk'.
- (d) The defendants undertake to suffer the said injunction permanently and undertake not to use, manufacture, sell, offer for sale such products that infringe the plaintiffs' trademarks 'SanDisk',  logo and the 'Red Frame' logo either individually or through their partners, servants, agents, representatives etc.
- (e) The defendants further unconditionally and unequivocally apologise to the plaintiffs and the Local Commissioner for their contumacious behaviour during the Local Commission proceedings dated 10th March, 2018.
- (f) That the defendants additionally undertake to voluntarily undertake community service in the flood relief camp in the Wayanad district of Kerala, for a period of two weeks, under the supervision of the District Judge, Wayanad who will be requested to attest to this.
- (g) The plaintiffs acknowledge that the goods which had been

seized by the Local Commissioner have been handed over to them on 31st July, 2018 and 11th September, 2018 for the purposes of destruction.

Both the learned counsel further assure and undertake to this Court that the parties shall comply with the settlement terms mentioned in the present application.

The aforesaid statements, assurances and undertakings given by learned counsel for the parties are accepted by this Court and parties are held bound by the same.

This Court has also perused the present compromise application and is of the opinion that the same is lawful.

Consequently, the suit is decreed in accordance with the prayers 23(a) and 23(b) of the plaint as well as the settlement terms mentioned in the present application, a copy of which is marked as Ex. C-1. Registry is directed to prepare a decree sheet accordingly.

Registry is also directed to issue to the plaintiffs a certificate authorizing them to receive back from the Collector the full amount of the Court fee paid by them in the present suit.

With the aforesaid observations, present application is allowed and the suit stands disposed of.

The interim order dated 27th February, 2018 as confirmed on 31st July, 2018 stands modified.

Order *dasti*.

MANMOHAN, J

SEPTEMBER 12, 2018/KA