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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 747/2018 & IA No.3882/2018**
GODREJ & BOYCE MANUFACTURING CO. LTD.

..... Plaintiff

Through Mr.Pravin Anand, Mr.Shrawan
Chopra and Mr.Pundruk Dwivedi,
Adv.

versus

MR. SANKARA NARAYANAN VASUDEVAN & ORS

..... Defendant

Through Mr.Sudershan Batra, Sr. Adv. with
Mr.Gurinder Pal Singh, Ms.Sahiba
Pantee, Mr.Sidharth Bonah,
Ms.Ragini Anand and Mr.Gaurav
Barathi, Adv. with D-1/AR of D-2

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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17.05.2018

IA No.6813/2018

The plaintiff filed the suit for injunction claiming patent infringement for its 'Retainer Clip' invention registered under number 197876, design infringement for its 'Door Locks' registered under no. 208256 and trademark infringement with respect to its mark PENTABOLT by the Defendants through their Yale Locks, in particular Cinco Power Bolt Lock, damages, rendition of accounts, delivery up etc.

On 20th March, 2018 this Court granted ex-parte injunction in favour of the plaintiff in respect of Patent No.197876 and trademark

PENTABOLT.

Counsel for the parties submit the parties have settled the matter in terms of para 5 (i) to (v) of the settlement / Statement of Undertaking on behalf of the Defendants, which is as follows :

5. In view of the aforementioned, the Defendants hereby agree to settle the present dispute on the following terms and conditions:

- i. The Defendants, without prejudice to their rights agrees before this Hon'ble Court, that the Plaintiff has rights in its Patent No.197876 and trademark PENTABOLT registered under trademark nos. 1518076, 1518077, 1518078, 3157409 and undertake before this Hon'ble Court not to violate the patent and trademark PENTABOLT of the Plaintiff;*
- ii. The Defendants undertake before this Hon'ble Court that till the term of Plaintiff's patent No.197876, the Defendants would refrain itself from using the patented retainer clip and use the Retainer Clip corresponding to the drawings as depicted in Annexure F of IA No.6813 of 2018 (enclosed herewith as Annexure A) or any other mechanism developed by the Defendant, which shall not infringe the patent of the Plaintiff, for all locks henceforth manufactured by Defendants;*
- iii. The Defendants further undertake before this Hon'ble Court that they would remove reference to the Plaintiff's trademark PENTABOLT from the Manual of Yale and not use the Plaintiff's trademark PENTABOLT or any other trademark identical/deceptively similar thereto in any manner in the future; and*
- iv. The aforesaid undertaking is being given by the Defendants subject to the Plaintiff*

agreeing to forgo the reliefs claimed in paragraphs 55(ii), 55(v) to 55(vii) of the Plaintiff; and

v. *That the present suit, being CS(COMM) No. 747 of 2018 be decreed in favour of the Plaintiff in accordance with prayers stated in paragraph 55(i) and 55(iii) of the Plaintiff and with regard to Plaintiff's prayer of Passing off.*

It is prayed the suit of the plaintiff be decreed in accordance with the prayers stated in para 55(i) and (iii) of the plaint and with regard to prayer of passing off.

In the circumstances and considering the undertaking, the suit is decreed in favour of the plaintiff and against the defendants in terms of prayers stated in paras 55 (i) and (iii) of the plaint and prayer of passing off. The defendant shall be bound by the terms of the settlement/Statement of Undertaking dated 17.05.2018.

Pending applications are also disposed of.

Date before Joint Registrar stands cancelled.

YOGESH KHANNA, J

MAY 17, 2018
VLD