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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 256/2016 & CC(COMM) 77/2017, I.As. 24391/2014,**
18092/2015
CROSSFIT INC Plaintiff

Through: Ms. Geetanjali Visvanathan & Ms.
Asavari Jain, Advocates (M-
9765097954).

versus

MANGA RAM BHATIA & ANR Defendants
Through: Mr. Manish Singhal, Advocate for D-
1&2 (M-9811529112) with Defendant
in person.

CORAM:
JUSTICE PRATHIBA M. SINGH
ORDER
% **25.10.2018**

The Mediation Centre has sent its report by which the disputes have been reported to having been settled. The original settlement agreement dated 10th October, 2018 is on record. The same is signed by the parties and their counsels. The terms of settlement are contained in paras (a) to (h) of the said agreement.

The Defendants have acknowledged the rights of the Plaintiff in the trademark 'CrossFit' as per the settlement agreement. As per Clause (c), Defendants have to move an application before the Trademark Registry to restrict the goods in their trademark application no.2291774. Let the needful be done within 30 days. As per clause (a) and (d), the Plaintiff has to withdraw the opposition after the proof of restriction and filing of the same

is sent to them. The Defendants also have to withdraw their opposition to the Plaintiff's trademark. Let all the steps as per Clause (a), (c) and (d) be taken within 30 days and proof be submitted to the Counsel for the Plaintiff.

The Defendants are entitled to use the mark 'CROSSFIT' in respect of the goods as permitted in Clause (b). The Defendant shall use the word 'CROSSFIT' in All Caps or in a manner which is not identical or deceptively similar to the Plaintiff's mark 'CrossFit' as is shown in para (b) of the settlement. The Plaintiff has also undertaken not to use the trademark 'CrossFit' for the products as mentioned in Clause (a) of the agreement.

The Court has perused the settlement and the same is lawful. There is no impediment in recording the same. All parties shall be bound by the terms of the settlement. Suit and counter claim are decreed in terms of the settlement agreement. 50% of the Court fee is directed to be refunded to the Plaintiff in the suit and to the Defendant in the counter claim. Decree sheet be drawn.

PRATHIBA M. SINGH, J

OCTOBER 25, 2018

Rahul