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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 813/2018, IA No.5296/2018, 5299/2018

LT FOODS LIMITED

..... Petitioner

Through Mr.Ashutosh Nagar, Adv. with the
A/R of the petitioner

versus

HANUMAN RICE MILLS

..... Respondent

Through A/R of the respondent

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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26.09.2018

IA No. 11479/2018

The plaintiff has filed the suit for permanent injunction restraining infringement of trademarks, passing off, dilution, infringement of copyright, rendition of accounts, damages, delivery up etc.

During the pendency of the suit both the parties have settled the matter in terms of para **2.1** to **2.7** as stated in the application. The Settlement Agreement dated 07.08.2018 has been entered and executed between the parties and the same is annexed with the application as Annexure A. It is submitted that the parties have entered into the agreement voluntarily without any undue coercion which shall be binding upon both the parties. The terms of settlement are lawful.

In the circumstances, the suit is decreed in terms of settlement,

more specifically, as stated in para 2.1 to 2.7 of this application, as under:

2.1 The Plaintiff warrants that it has obtained registration for the



Trademarks “ ” and Indian Heritage Select” (hereinafter referred to as “the Trademarks”).

2.2 The Defendant undertakes and agrees not to sell in India or to export from India, products bearing the mark “HERITAGE” or any variation thereof and also acknowledges the right of Plaintiff over the Trademarks throughout the Territory, as defined in the Settlement Agreement dated August 7, 2018 executed between the parties to the instant Suit.

2.3 The Defendant unconditionally and expressly recognizes Plaintiff’s rights in the Trademarks in the Territory (as defined in the Settlement Agreement) and further undertakes not to challenge- or assist any third party to challenge, in any manner whatsoever the Trademarks or any other Intellectual Property of the Plaintiff throughout the Territory.

2.4 The Defendant undertakes and agrees that it shall not directly, or indirectly, at any point of time in future, adopt, attempt to register, register or use any mark which is identical or deceptively similar to the Trademarks of Plaintiff throughout the Territory.

2.5 The Defendant undertakes and agrees that it shall not directly, or indirectly, at any point of time in future, adopt, attempt to register, register or use any of the Intellectual Property of Plaintiff in the Territory.

2.6 The Defendant undertakes and agrees that it shall within 15 (fifteen) days from date of execution of the Settlement Agreement deliver to Plaintiff’s office any and all labels, packaging, printed material, bill books, banners, hoardings and any other material containing the Trademarks.

2.7 The parties agree that the defendant should be allowed to sell the rice of which the Local Commissioner prepared an inventory. However that defendant undertakes that the said rice can be sold in a different packaging, which does not contain plaintiff’s trademark.

The settlement shall form part of the decree. The plaintiff shall be entitled to the refund, if any, of the court fees as per Court Fee Act.

The suit and the pending application(s) also stands disposed of.

Decree sheet be drawn.

YOGESH KHANNA, J

SEPTEMBER 26, 2018
VLD