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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 721/2016 & I.A. 20968/2014

JAI GOPAL ENGINEERING WORKS PVT LTD Plaintiff

Through: Mr. Ajay Sahni, Mr. Varun Lal & Mr.
Rahul Singh, Advocates (M-
9910544118).

versus

M/S PUNEET WELDING INDUSTRIES Defendant

Through: Mr. N.K. Bhardwaj & Mr. Bikash
Ghorai, Advocates (M-9810147174).

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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27.11.2018

The present suit has been filed by the Plaintiff claiming rights in the trademark '*ASHA*' used in respect of gas cutting blow pipes and other welding equipments. The Plaintiff's case is that the trademark '*ASHA*' was adopted by the Plaintiff in 1971 and has also been registered in favour of the Plaintiff. The sales turnover of the Plaintiff for the year 2013-14 has been to the tune of Rs.12 crores. The Plaintiff was aggrieved by the Defendant's use of the '*ASHAARC*' for identical goods. Accordingly, the Plaintiff had issued a legal notice on 20th December, 2013. The Defendant, then filed a suit before the Calcutta High Court for groundless threats under Section 142 of the Trademarks Act, 1999. The said suit is stated to be pending. Thereafter, the Plaintiff has preferred the present suit for seeking injunction against infringement of registered trademark and passing of.

During the pendency of the present suit, the parties have arrived at a settlement. Parties are present today. Their statements have been recorded.

The terms and conditions of settlement are:

- (a) The Defendant undertakes not to use trademark '*ASHAARC*' or any other mark or name which is identical or deceptively similar to the Plaintiff's mark '*ASHA*';
- (b) The Defendant also undertakes not to use any carton, artistic and packaging which is an imitation of the Plaintiff's carton/packaging placed at pages 177 to 180 of the Plaintiff's documents or at pages 75 to 77 of the written statement filed by the Defendant as Annexure G;
- (c) The Defendant undertakes and agrees that it shall change over to a new brand/mark/packaging w.e.f. 1st October, 2019 and the undertakings given at (a) and (b) above would come into effect after 30th September, 2019;
- (d) The Plaintiff has no objection if the Defendant continues to use the name and product descriptions such as gas cutting blow pipes, etc. which are generic welding terms or the ISI allotted numbers;
- (e) The Plaintiff in view of the undertakings of the Defendant does not press for reliefs of damages, rendition of accounts or costs.

The suit is decreed in the above terms. The pending I.As are also disposed of. Decree sheet be drawn accordingly. Parties shall be bound by their respective undertakings given today in Court.

PRATHIBA M. SINGH, J.

NOVEMBER 27, 2018

Rahul