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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 1337/2016 & I.A. 11690/2016

M/S DHARAMPAL SATYAPAL LIMITED Plaintiff

Through: Ms Vaishali Mittal, Advocate with
Mr. Siddhant Chamola and Ms. Vrinda
Gambhir, Advocates.

versus

SRI SOHAIL AHAMAD & ANR Defendants

Through: Mr. A. Mishra, Advocate.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

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27.04.2018

A typographical correction in the prayer clause of the plaint is allowed to be carried out by learned counsel for plaintiff after initialling the same.

Today, learned counsel for parties have handed over Terms of Settlement. The said term of settlement have been signed by the Advocates for the parties. The relevant portion of the Terms of Settlement is reproduced hereinbelow:-

“2. During the course of the present proceedings, the Plaintiff and the Defendants have entered into a settlement along the following terms:

(a) The Defendants hereby acknowledge and recognize the Plaintiff's sole and exclusive proprietary rights in the Plaintiff's following trademarks and any other trademark not specifically mentioned herein, which the Defendants do not and shall not contest:

#	MARK	REGISTRATION NO.
1.	TULSI MIX ONE WITH LABEL 	1429122
2.	TULSI	401516
3.	TULSI	713304
4.	TULSI STAR	780955
5.	TULSI JOSH	885480
6.	00	401523
7.	000	401524
8.	00000	401526
9.		455826
10.		455827

(b) The Defendants hereby acknowledge and recognize the Plaintiff's sole and exclusive rights contained in **TULSI**, **TULSI 0**, **TULSI 00**, **TULSI 000**,





constitute a significant part of the trade-dress pertaining to its goods sold under the mark **TULSI** or any other variant therein. The Defendants further agree and undertake not to contest the Plaintiff's above mentioned sole and exclusive rights at any point of time in the future.

(c) The Defendants hereby acknowledge and recognize the Plaintiff's sole and exclusive rights contained in the unique trade dress and packaging of its products represented as



, specifically as



which constitute a significant part of the trade-dress pertaining to its candies under the mark **TULSI** or any other variant therein. The Defendants further agree and undertake not to contest the Plaintiff's above mentioned sole and exclusive rights at any point of time in the future.

(d) The Defendants hereby acknowledge that the Plaintiff is the holder of copyright in the artistic work in the



label. Further

the Defendants acknowledge that the Plaintiff has the sole right to commercialize the products under the said artistic label.

- (e) *The Defendants hereby acknowledge that the Plaintiff is the proprietor of the trademark **TULSI**, **TULSI 0**, **TULSI 00**,*



***TULSI 000** and trade dress* including



the packaging

(hereinafter referred to as the 'TULSI trademarks and trade dress') and that the Plaintiff has worldwide reputation and goodwill in the same.

- (f) *The Defendants hereby agree and undertake before this Hon'ble Court that they will not, at any time in the future, manufacture, use, sell, offer for sale, distribute, issue to the public, advertise for sale, import or export any goods bearing the trademark **SHRI TULSI** bearing the trade dress*



(hereinafter collectively referred to as the "Shri TULSI trademarks and

trade-dress) and use any other trademark which is similar to the Plaintiff's well-known **TULSI** trademarks and its trade dress, and/or use the same or any other deceptively similar or identical marks, color combination, get-up and/or a combination thereof in any manner, amounting to passing off of the Plaintiff's intellectual property rights.

- (g) The Defendants hereby agree and undertake before this Hon'ble Court that they will not, at any time in the future, manufacture, use, sell, offer for sale, distribute, issue to the public, advertise for sale, import or export any goods or dealing in any manner with chewing tobacco products and/or any other allied goods using the label



or any other label as may be deceptively similar to the Plaintiff's label



in which the copyright subsists leading to infringement of copyright in the label of the Plaintiff's TULSI product;

- (h) The Defendants hereby agree and undertake all goods brochures, promotional material, stickers, cartons, packing, dies, articles, papers and any other material of the Defendants bearing the mark **SHRI TULSI** bearing the trade



dress any other related material which was in the possession of the Defendants have been destroyed.

- (i) The Defendants hereby undertake that they have informed all their associates, retailers and other commercial outlets that they have ceased making sale and/or promotion of their goods under the Shri TULSI trademarks and trade-dress.
- (j) The Defendants hereby undertakes to provide the Plaintiff with the list of other manufacturers/traders/suppliers/distributors and any other affiliate engaged in the manufacture, sale, import, export, offering for sale, advertising, directly or indirectly dealing in any manner with chewing tobacco products and/or any other allied products under the TULSI trademarks and trade dress.
- (k) The Defendants hereby undertakes that they have not created



any third-party interest in the trademark, which was also the subject matter of the trademark application bearing number 1707251, and that the Defendants have not made any warranty or representation to any third party that they have rights of any nature in the said trademark and any other mark similar thereto, either before or after the order dated March 08,2016 passed by the Learned Registrar of Trademarks

whereby the said application was deemed to have been abandoned by the Defendants.

(l) The Plaintiff agrees and undertakes to give up its claims for damages, rendition of accounts etc. against the Defendants, as prayed for in paragraph 23(v) and (vii) of the plaint.”

This Court is of the view that the terms of settlement are fair, reasonable and legal.

Consequently, the present suit is decreed in accordance with the aforesaid terms of settlement as well as paragraph 23i, ii, iii(a) and iv of the plaint. Registry is directed to prepare a decree sheet accordingly.

Registry is also directed to issue to an authorised representative of the plaintiff a certificate authorizing it to receive back from the Collector half the amount of the Court fee paid by it in the present suit.

With the aforesaid observations, present suit and all pending applications stand disposed of.

MANMOHAN, J

APRIL 27, 2018

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