

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMMERCIAL I.P.SUIT NO.76 OF 2013

WITH

NOTICE OF MOTION NO.18 OF 2013

WITH

COMMERCIAL I.P.SUIT NO.82 OF 2013

Sopariwala Exports & Anr.)....Plaintiffs

V/s.

Hitesh Raojibhai Patel & Co. & Anr.)....Defendants

Mr.Aditya Thakkar a/w Ms.Smriti Yadav and Mr.Shwetank Tripathi i/
by Khaitan and Co. for plaintiffs.

Mr.Alankar Kirpekar a/w Mr.Shekhar Bhagat i/by MAG Legal for
defendants.

[Mr.Sudarshan Nag and Mr.Prakashbhai T.Patel-directors of
defendants present].

CORAM : K.R.SHRIRAM,J

DATE : 30.8.2019

P.C.:-

1. Mr.Thakkar for plaintiffs and Mr.Kirpekar for defendants
state parties have amicably settled the matter. Counsel state that
between the parties they have arrived at understanding as reflected in
terms of consent terms dated 20.8.2019. Original of which is given to
defendants.

2. In Commercial Suit No.76 of 2013 and Commercial Suit No.82 of 2013, Mr.Kirpekar for defendant states that defendants are submitting to decree in terms of prayer clauses-(a), (b) & (d) and the same read as under :-

“(a) that the Defendants by themselves, their proprietors, employees, partners, directors, servants, agents, franchisees, dealers, manufacturers, licensees and all persons claiming under them be restrained by a perpetual order and injunction of this Hon’ble Court from infringing 1st plaintiff’s registered Trade mark “NUKTA” bearing No.1011382 in any manner and/or from using the Impugned Mark “Nukta” or any word identical with or deceptively similar to the registered Trade Mark “Nukta” by itself or in combination with any other word/s or mark/s in any scripts or language in connection with goods for which 1st plaintiff’s said Trade mark is registered or in relation to any goods or services similar thereto and upon or in relation to the Defendants’ goods, labels, cartons, packing material, stationery, dies, literature and/or on any other material or in any manner from manufacturing, exporting, marketing or offering for sale or dealing in any products under or bearing the Impugned Mark or any other mark which is identical or deceptively similar to 1st plaintiff’s said registered Trade Mark, so as to infringe 1st plaintiff’s said registered Trade Mark ;

(b) that the Defendants by themselves, their proprietors, employees, partners, directors, servants, agents, franchisees, dealers, manufacturers, licensees and all persons claiming under them be restrained by a perpetual order and injunction of this Hon’ble Court from passing off the goods and/or services of the Defendants as those of 1st plaintiff’s by using the Impugned Mark “Nukta” or any script or language by itself or in combination with any other word/s or mark/s in connection with said goods or in relation to the Defendants’ goods, labels, cartons, packing

material, stationery, dies, literature and/or on any other material or in any manner from manufacturing, exporting, marketing or offering for sale or dealing in any products or rendering any services under or bearing the Impugned Mark 'NUKTA' or any other mark which is similar to 1st plaintiff's said Trade Mark, so as to pass-off or enable others to pass-off the Defendants' goods or services as being to those of 1st plaintiff;

(d) that the Defendants by themselves, their proprietors, partners, directors, servants, agents, franchisees, dealers, manufacturers, licensees and all persons claiming under them be ordered and decreed to deliver up to the Plaintiffs for destruction any and all printed/visual materials, all the goods, stationery, labels, stickers and other incriminating materials bearing the Impugned mark (in Arabic or in any language) or any other mark identical and/or deceptively similar to 1st plaintiff's said Trade Mark andobliterate or otherwise remove all references to the Impugned Mark or any other mark identical and/or deceptively similar to 1st plaintiff's said registered Trade Mark."

3. Drawn up decree dispensed with.

As regards Commercial Suit No.92 of 2013, Mr.Thakkar states in view of submission to decree in Commercial Suit No.82 of 2013 and Commercial Suit No.76 of 2013, plaintiff seeks leave to withdraw the suit. Suit No.92 of 2013 dismissed as withdrawn. Drawn up decree dispensed with.

4. Refund of court fees in all the 3 suits in accordance with

Rules.

5. All interim applications stand disposed. All interim orders stand vacated.

6. All to act on authenticated copy of this order.

(K.R.SHRIRAM,J)