

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
COMMERCIAL IP SUIT NO.834 OF 2019
WITH
COMMERCIAL NOTICE OF MOTION NO.1457 OF 2019**

Manroland Goss Web Systems International LLC

..Plaintiff

Vs.

S. L. Kulkarni Cyril Graphics Pvt Ltd

..Defendant

Mr. Ramesh Gajria a/w Ms. Deepan Hate I/b Gajria and Co. for Plaintiff
Mr. Mayak Bagla I/b Swapan Samdani for Defendant;
(Mr. S. L. Kulkarni, Director of Defendant present in court)

**CORAM : K.R.SHRIRAM, J.
DATE : 9th JULY 2019**

P.C.:

1 Parties have entered into consent minutes of order dated 9th July 2019. The consent terms signed by respective advocates is taken on record and marked "X" for identification. Mr. Bagla states that Director of defendant Mr. S. L. Kulkarni is present in Court and identifies him. Mr. Bagla states that there is a blank in paragraph 5 of the consent terms and the donation will be given to any charity as the court may direct. Defendant to give donation of Rs.1,50,000/- to Free Ophthalmic Hospitals Society. The account details are as under:

S.B. Account No.011710005364
IFSC Code : BKDN0450117
Dena Bank, Parel, Mumbai 400 012.

2 For ease of reference, consent minutes of order is scanned and reproduced hereinbelow:

X' *[Signature]*
9/7/19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMP/834/2019
MANROLAND GOSS WEB SYSTEMS INTERNATIONAL LLC ... PLAINTIFF
VS
S T. KUT KARNI CYRIL GRAPHICS PRIVATE LIMITED ... DEFENDANT

CORAM: K. R. SHIRIRAM J.

DATE: 9/7/2019 *[Signature]*

Consent
MINUTES OF ORDER

1. The Defendant submits to a Decree in terms of prayers (a), (b) and (d) of the Plaint;
2. The Court Receiver appointed in NMCD No.1457/2019 is discharged without accounts subject to payment of his fees by the Plaintiff. The Defendant agrees and undertakes to hand over all material seized by the Court Receiver which are in its custody to the Plaintiff within a period of 14 days from today. The Plaintiff shall get the same collected from the Defendant's office at a time and date as may be mutually agreed upon.
3. The Defendant has removed the references to the Plaintiff's and its products from its own website as well as from the third party website as are mentioned in the Plaint. The Plaintiff further undertakes to remove all reference to the Plaintiff and its products from its websites, letterheads, visiting cards, advertising material, etc., within 14 days from today. However in the event if due to inadvertence if any reference would have left to be removed from any third party website due to the long term relationship, the Plaintiff shall give notice to the Defendant to remove the same forthwith and the Defendant shall take steps to do the needful and shall provide proof of the same to the Plaintiff within 7 days of the intimation by the Plaintiff. The Defendant

has taken all the steps to ensure that no reference either to the Plaintiff or its product has remained on its own website or on the third party websites.

4. The Defendant agrees and undertakes that it shall not, in any manner, represent, to anyone, that it is a dealer or is in any way associated with the Plaintiff or is dealing in its products.

5. The Defendant agrees and undertakes to pay a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) to Free Ophthalmic Hospitals Society within a period of 7 days from today and file a copy of the receipt with the Prothonotary & Senior Master, High Court Bombay and also furnish a copy thereof to the advocates for the Plaintiff.

6. There shall be no order as to costs.

7. Refund of court fees as per rules.


Gauria & Co.

Advocates for the Plaintiff


Swapan Samantani

Advocate for the Defendant

3 Prayer clauses (a), (b) and (d) read as under:

(a) that the Defendant by itself, its servants and agents be restrained by a permanent order and injunction of this Hon'ble Court from using in any manner

whatsoever the Plaintiff's trade marks **GOSS** and GOSS INTERNATIONAL registered under Nos. 223308 in Class 7, and 1350861 in Classes 7, 9 and 11, respectively and/or any other marks identical and/or deceptively similar thereto, so as to infringe the same;

(b) that the Defendant by itself, its servants and agents be restrained by a permanent order and injunction of this Hon'ble Court from using in any manner

whatsoever the Plaintiff's trade marks **GOSS**, and GOSS INTERNATIONAL and/or any other marks identical and/or deceptively similar thereto, and/or misrepresenting itself as an agent of the Plaintiff so as to pass off its products or business or services as that of the Plaintiff or in any manner convey a connection with the Plaintiff;

(d) that the Defendant by itself, its servants and agents, be ordered and decreed to deliver up for destruction, to the Plaintiff or its authorized representatives or attorney, all products, labels, containers, logos, cartons, material, boards, goods, things bearing the Plaintiff's trade marks **GOSS**, and/or GOSS INTERNATIONAL and/or any other mark and/or label identical or deceptively similar thereto;

4 Order in terms of the consent minutes of order. All undertakings given in the consent minutes of order are accepted and so ordered. All statements are accepted as undertaking to this Court.

5 Court receiver stands discharged without passing of accounts. Plaintiff's counsel undertakes to pay all charges of the court receiver, if any, within 15 days of receiving a communication from the court receiver. Undertaking accepted.

6 Suit stands disposed in terms of the consent minutes of order. Notice of motion accordingly stands disposed. All interim/adinterim orders also stand vacated. Refund of court fees, if any in accordance with rules.

7 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)