

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
COMMERCIAL IP SUIT NO.418 OF 2016**

Intervale Poonawalla Ltd.	..Plaintiff
Vs.	
Pentair Valves & Controls India Ltd. & Anr	..Defendants

**WITH
COMMERCIAL NOTICE OF MOTION NO.233 OF 2016
WITH
COMMERCIAL NOTICE OF MOTION NO.224 OF 2017
IN
COMMERCIAL NOTICE OF MOTION NO.233 OF 2016
IN
COMMERCIAL IP SUIT NO.418 OF 2016**

Mr. Amit A. Gharte for Plaintiff;
(Mr. Vinod Lohakare, Company Secretary of Plaintiff present)
Ms. Chaitrika Patki I/b Anand and Anand and Khimani for Defendants;
(Mr. Viswanathan Ponusamy- Authorized Signatory of Defendant present)

**CORAM : K.R.SHRIRAM, J.
DATE : 30th JULY 2019**

P.C.:

1 Parties have entered into consent terms. Though consent terms is dated 30.07.2019, the authorised signatory of defendant no.2, which is based in United States of America, has signed the consent terms before a notary public on 22nd July 2019. The consent terms signed by plaintiff, defendant no.1, defendant no.2 and their respective advocate is taken on record and marked "X" for identification. Both counsel state that the signatories to the consent terms of plaintiff and defendant no.1 are present in Court and identify them.

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

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMIP NO. 418 OF 2016

INTERVALVE POONAWALLA LTD.,)

a company incorporated under the)
Companies Act, 1956, having its Sales)
Office at: 203, Presidential Plaza, 2nd floor,)
Opp. R. City Shopping Mall, L.B.S. Marg,)
Chhatkopar (W), Mumbai-400 088.)

Also at,)
Exports Office: 1003, Filix- 16th Floor,)
Opp. Asian Paints, LBS Marg,)
Bhandup (West), Mumbai-400 078.)

...Plaintiff

Versus

1. **PENTAIR VALVES & CONTROLS**)

INDIA PVT. LTD.,)
a company incorporated under the)
Companies Act, 1956, and having its office)
at: 804, Windsor,)
8th floor, Off: C.S.T. Road,)
Near Kalina University, Santacruz (E),)
Mumbai-400 098.)

2. **PENTAIR PUBLIC LTD. COMPANY**)

a company incorporated under the laws of)


[Plaintiff]


[Defendant No. 1]


[Defendant No. 2]

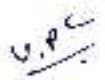
②

Ireland; and having its registered office at:)
 10 Balfour Terrace, Dublin 2, Ireland) ...Defendants

CONSENT TERMS

The Plaintiff and the Defendants have settled their disputes on the basis of the following terms and have agreed that the above-mentioned Suit along with the Notice of Motions and Contempt Petition filed therein may be disposed of in view of the present consent terms:

1. The Parties hereto have mutually agreed that the Defendants (which term includes all of Defendants' affiliate companies, associate companies, related companies, subsidiaries, dealers, distributors, franchisees, licensees, permitted users, successors, assigns, etc.) who are/should be using any of the INTERVALVE MARKS, namely, INTERVALVE, IV and IV Logo (hereinafter, "INTERVALVEMARKS"), in any capacity whatsoever, are permitted to continue the sale of products (which includes spurs and services) held by them as on date of these Consent Terms bearing the INTERVALVE MARKS for a period of 6 (six) months ("Cool-off Period") from the date of filing of the present consent terms, for the purpose of disposing the Defendants' inventory. Upon expiry of such Cool-off Period or disposal of Defendants' aforesaid inventory – whichever is earlier, the Defendants shall globally cease any and all use of the INTERVALVE MARKS.
2. The Defendants state that their related company, Sempel GmbH has filed three opposition proceedings, (i) bearing no. 910782 to the Plaintiff's trademark application bearing no. 3076533 in Class 7, (ii) bearing no. 988715 to the Plaintiff's trademark application bearing no. 3076531 in Class 6, and (iii) bearing no. 3076529 to Plaintiff's


 (Plaintiff)


 (Defendant No. 1)


 (Defendant No. 2)

③

trademark application bearing no. 3076529 in Class 6. The Defendants state that Sempell GmbH has agreed to withdraw all the three aforesaid Opposition proceedings, including any other proceedings instituted in respect of the Plaintiff's application/seeking registration of the INTERVALVE MARKS. The Defendants undertake to ensure that a formal communication of such withdrawal shall be sent to the relevant Trade Marks Registry with a copy thereof to the Plaintiff, within a period of 4 (four) weeks from the date of execution of the present Consent Terms.

3. Following execution of these Consent Terms, the Defendants will recognize the Plaintiff's rights in the INTERVALVE MARKS and undertake not to make any applications, in any jurisdiction, seeking registration of the INTERVALVE MARKS, or any marks deceptively similar thereto. The Defendants shall also not make any claims of 'common-law' rights in the INTERVALVE MARKS, or in any marks deceptively similar thereto.
4. The Defendants further say that Sempell GmbH has agreed to take all necessary steps to have assigned to the Plaintiff, the trade mark registrations procured by Sempell GmbH with respect to any/all of the 'INTERVALVE MARKS' (as the case maybe) in China, the European Union, the Russian Federation and South Africa, within a one month of expiry of the Cool-off Period. Costs, if any, in respect of such assignment shall be borne by the Defendants. The filing of assignment deeds in the respective trade mark offices shall be initiated by the Defendants within a period of 12 weeks from the Cool-Off Period. If necessary and required, the Plaintiff will extend its full co-operation to the Defendants in respect of these filings and in particular, make



[Plaintiff]



[Defendant No.1]



[Defendant No.2]

④

available an authorized signatory to effect the filings (including confirmatory assignments and powers of attorney). The Defendants undertake to similarly assign any registrations related to the INTERVALVE MARKS that may come to light in the future.

5. The Defendants confirm that they do not have any company/organization registered in any jurisdiction using the INTERVALVE MARKS in its corporate identity; however, the Defendants agree to immediately effect change of name should any such company/organization bearing any of the INTERVALVE MARKS come to light in the future.
6. The Defendants confirm that there are no other litigations and/or any proceedings in any jurisdiction concerning the INTERVALVE MARKS. The Defendants shall bear all liability arising out of any pending proceedings of any nature, including any potential litigation, arising from Defendants' use of the INTERVALVE MARKS, upto and until expiry of the Cool-Off period. It is clarified that the Defendants shall not be liable for any liability arising from the Plaintiff's past, current and future use of the INTERVALVE MARKS.
7. The Parties agree that in light of the present Consent Terms, the Plaintiff hereby releases and forever discharges the Defendants from all claims, suits, causes of action, proceedings, demands, costs (except as aforesaid), judgments and damages of any kind, in relation to the present Suit.
8. In light of the aforesaid terms, the captioned Commercial Intellectual Property Rights Suit No. 418 along with NMCI No. 232 of 2016, Contempt Notice of Motion No. 224 of 2017, NMCD No. 659 of 2018 and NMCD (C) No. 269 of 2018, stand disposed of as withdrawn.



[Plaintiff]



[Defendant No. 1]



[Defendant No. 2]

(5)

9. The present consent terms are being executed strictly on a non-precedential and non-citable basis, and both Parties agree to keep the terms hereof strictly confidential.

10. These terms shall be binding upon successors and assigns of the Parties herein.

Dated this 30th day of July, 2019

Mr. Amir Chauria



Advocate for the Plaintiff

For M/s. Anand & Anand & Khimani



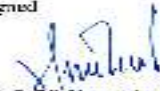
Advocates for the Defendants

Signed



Authorized signatory for Plaintiff
Vinod Lohani

Signed



Mr. P. Vijaywantham
Director of Defendant No. 1

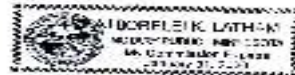
Signed



Karla C. Robertson
Corporate Secretary
Authorized signatory for Defendant No. 2
(Pentair Ltd. / Pentair PLC)

Notarization

Personally came before me this 30th day of July, 2019, the above named Karla C. Robertson, in me known to be the person who signed this document and acknowledged the same.




Notary Public



[Plaintiff]



[Defendant No. 1]



[Defendant No. 2]

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

4 Suit stands disposed in terms of the consent terms. All interim applications including Contempt Notice of motion accordingly stand

disposed. All interim/adinterim orders also stand vacated. Refund of court fees, if any in accordance with rules.

(K.R. SHRIRAM, J.)