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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 746/2018 & I.A. 3843/2018**

M/S ALLIED BLENDERS AND DISTILLERS PVT. LTD.

..... Plaintiff

Through: Mr. Shrawan Chopra, Mr. Sanjay Chhabra, Ms. Vijay Laxmi Mewara, Mr. Vibhav Mithal and Mr. Bobby Jain, Advocates.

versus

JOGINDER PAL AND ANR

..... Defendants

Through: Ms. Anju Agrawal, Advocate for D-1 & D-2.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **10.05.2019**

1. The present suit is for Permanent Injunction restraining Infringement of Trade Mark, Copyright, Dilution, Unfair Competition, Passing Off, Damages and Delivery up. The parties were referred to the Delhi High Court Mediation and Conciliation Centre vide order dated 2nd April 2019.

2. Mediation has been successful and a Settlement Agreement dated 9th May 2019 has been signed by the authorized representatives of the parties and the respective counsels. The report has been received from the Mediation Cell of this Court. The same is marked as Exhibit C-1. The terms of the settlement are reproduced here under:

“a) The Defendants hereby acknowledge the Plaintiff to be the prior adopter, user and registered proprietor of the trademark “Officer’s Choice” and “Officer’s Choice Blue” alongwith the goodwill and reputation in the same.

b) The Defendants hereby acknowledge the Plaintiff’s copyright in the trade/dress, label and packaging in the “Officer’s Choice Blue” products.

c) The Defendants undertake before this Hon’ble Court that they will cease the use of the label / trade-dress



(hereinafter referred to as the impugned label / trade-dress / packaging) for all of their goods and services.

d) The Defendants undertake before this Hon’ble Court that they



will use labels / trade-dress / packaging (hereinafter referred to as “the agreed labels / trade-dress/ packaging), upon entering into the present compromise, in case they wish to use the same for which Plaintiff has given consent.

The coloured copies of the above mentioned labels are annexed herewith as **ANNEXURE-C** duly signed by both the parties.

e) The Defendants further undertake before this Hon'ble Court to seek prior and effective permission / consent from the Plaintiff if Defendants intend to make any alterations, modifications or renewal of the agreed label / trade-dress / packaging with respect to the trademark KNIGHT BLUE.

f) The Defendants hereby acknowledge that the Plaintiff's trademark for "Officer's Choice Blue" is a well-known trademark.

g) In light of the above, the Plaintiff shall not pursue its claims for damages and costs as under its prayer in Paragraph 44 (vi) and (viii) of the Plaint, provided that the Defendants comply and conform with the compromise terms and conditions prescribed in clauses 1(a) to 1(f) as mentioned hereinabove, in letter and spirit, and conform with the undertakings given to this Hon'ble Court with respect to the present suit.

h) The parties declare that they have no other claims against each other and agree that on the basis of the above terms the present suit may be decreed in terms of Paragraph 44 (i) to (iii) and 44(vii) of the Plaint. In lieu of the Defendants' undertakings, the reliefs claimed in Paragraph 44 (iv) to (vi) and (viii) of the Plaint are given up by the Plaintiff against the Defendants.

i) It is agreed between the parties that the present suit may be decreed by the Hon'ble High Court in terms of the present Settlement Agreement.

j) The Hon'ble Court may consider refund of the court fees to the Plaintiff in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908.

7. By signing this Settlement Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation."

3. The counsels support the Settlement Agreement and seek decree in terms thereof.
4. I have perused the compromise/settlement arrived at between the parties and find the same to be lawful.
5. A decree is passed, in terms of the Settlement Agreement dated 9th May 2019 which along with the Annexure thereto shall form part of the decree sheet.
6. Decree sheet be prepared.
7. A certificate entitling the Plaintiff to refund of full court fees be issued and handed over to the counsel for the Plaintiff.

SANJEEV NARULA, J

MAY 10, 2019

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