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

+ **CS(COMM) 537/2019**

WICKER WORLD LLP

..... Plaintiff

Represented by: Mr.Daljeet Dabas and Mr.Nihit
Nagpal, Advocates.

versus

WICKER WORLD FURNITURE & ANR.

..... Defendants

Represented by: Ms.Ayushma Awasthi, Advocate.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

24.01.2020

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1. By the present suit the plaintiff had inter-alia sought a decree of permanent injunction restraining the defendants, their agents, licensees etc. from infringing the plaintiff's registered trademark 'WICKER WORLD'



, passing of the goods and services of the defendants as that of the plaintiff, damages, rendition of accounts, interest, cost.

2. During the pendency of the present suit, parties were referred to the Delhi High Court Mediation and Conciliation Centre where they have arrived at a settlement. Copy of the settlement agreement dated 7th January, 2020 has been placed on record. Plaintiff and defendants have entered into the settlement on the following terms as noted in the settlement agreement:

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7. The following settlement has been arrived at between the parties hereto

- a) That the Defendants acknowledge and admit that the Plaintiff is the registered proprietor of the trade mark



Pl. Secy. of Reg. prop. / Secy. / **WICKER WORLD** vide application no. 734958 dated 01.11.1996 in Class 20 in India as mentioned in the suit plaint and has the statutory right to use the said trade mark in respect of its goods and services, for which it is registered. The Plaintiff has acquired a reputation and goodwill.

- b) That the Defendants by themselves or any one claiming under them, directly or indirectly, shall not use the trade



mark/name Pl. Secy. of Reg. prop. / Secy. / **WICKER WORLD** and/or any other trade mark confusingly or deceptively similar to the



Plaintiff's registered trade mark Pl. Secy. of Reg. prop. / Secy. / **WICKER WORLD** in respect of their goods and services in future;

- c) That the Defendants shall remove all the references of the trade mark/name **WICKER WORLD** with or without the logo from their shop, sign boards, menu card, business cards, etc. and from the electronic media i.e. social networking websites, third party listings, search engines etc., within one week from the date of execution of this Settlement Agreement.

- d) That the Defendants shall transfer the auth code of their domain names www.wickerworld.co and www.wickerworld.co.in to the Plaintiff by 20.01.2020.
- e) That the Defendants shall not register any confusingly and deceptively similar domain name or file any application for registration of the trade mark/ domain name containing the word **WICKER WORLD**, in the future.
- f) That the Defendants shall take appropriate steps to change the name of their business concern **WICKER WORLD**, with the Government authorities, Banks and wherever it is necessary to do so within one month from the date of execution of this settlement agreement.
- g) That the Defendants shall exhaust their existing packaging material, disposables, sign boards, pamphlets, boxes etc. bearing the trade mark/name **WICKER WORLD** within a period of one months from the date of execution of this agreement and shall not use any infringing packaging material containing the word **WICKER WORLD** thereafter.
- h) That the Defendants have transferred Rs.25,000/- (Rupees Twenty Five Thousand Only) as a token towards legal costs of the suit to the Plaintiff by way of Online transfer as full and final settlement towards the instant legal dispute. Copy of the receipt reflecting the transfer is annexed herewith as **Annexure – B**.
- i) The Defendants hereby agree that the present terms and conditions shall be binding on them and their partners, proprietors, agents, servants, licensees, franchisees, representatives and employees or any one claiming under them.

j) *That in view of the above settlement terms, the Defendants have agreed to suffer the decree in terms of prayer (a, b and e) and the Plaintiff has agreed to waive of its claim of damages/rendition of accounts and / or any other claims in relation to the present suit.*

3. The settlement agreement is duly signed by Mr.Ravi Sawhney, partner of the plaintiff and Ms.Sumaiya Haseen, defendant No.2 and proprietor of defendant No.1.

4. Consequently, suit is decreed in terms of the settlement as noted above.

5. Decree sheet will incorporate the terms of the settlement.

6. Court fee be returned to the partner of the plaintiff under Section 16 of the Court Fees Act.

7. Registry will issue necessary certificate in this regard.

I.A. 13391/2019 (under Order XXXIX Rule 1 and 2 CPC)

Application is dismissed as infructuous.

MUKTA GUPTA, J.

JANUARY 24, 2020

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