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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 209/2019**

CHANEL SARL

..... Plaintiff

Represented by: Mr. Manish Biala, Mr. Devesh Ratan,
Adv.

versus

M/S PREET BUCKLE HOUSE & ORS.

..... Defendant

Represented by: Proprietors of D-1 to 5 in person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

14.02.2020

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I.A. 1493/2020 (u/O XXIII R 3 CPC)

1. By this application the plaintiff and defendant seek decree in the suit in terms of the settlement.
2. Taking the settlement agreement on record and decreeing the suit in terms of the settlement, application is disposed of.

CS(COMM) 209/2019

1. Plaintiff has filed the present suit impleading M/s. Preet Buckle House, M/s. Heero Enterprises, M/s. Fashion Point, M/s. Vaibhav Enterprises and M/s. Sky Enterprises as defendant No.1 to 5 respectively inter alia seeking a prayer of permanent injunction against defendants and their servants, agents, etc. restraining them from selling, offering for sale, manufacturing, advertising any goods, clothing, leather goods, belts, buckles, watches, shoes, jewellery, etc. bearing the trademarks of the plaintiff or any mark which is deceptively similar or identical to that of the plaintiff amounting to the infringement of the plaintiff's registered mark and

passing the goods of the defendant as that of the plaintiffs, besides damages, cost, etc.

2. During the pendency of the present suit plaintiff and proprietors of defendant No.1 to 5 have entered into the following terms and conditions as incorporated in I.A. 1493/2020 as under:

- i. *The Defendants hereby acknowledge that all rights, title, interest and goodwill in the trademarks **CHANEL**, N°5, and  including variants thereof, belong exclusively to the Plaintiff and the Defendants have no rights, title or interest in the said trademarks whatsoever.*
- ii. *The Defendants tender unconditional apology to the Plaintiff for violating the intellectual property rights of the Plaintiff in its aforesaid trademarks and its registered trademarks as mentioned in Schedule-A annexed herewith, for passing off their own products as that of the Plaintiff and for causing financial as well as reputational loss to the Plaintiff.*
- iii. *The Defendants hereby undertake before this Hon'ble Court that henceforth, they, including their partners, legal heirs, successors, representatives and assigns in business, shall not deal in or use in any manner whatsoever, or offer for sale or manufacture any product bearing any of the Plaintiff's trademarks as mentioned in Schedule-A, or any mark visually, phonetically, or structurally identical or similar to the Plaintiff's said trademarks, so as to result in passing off their own goods as that of the Plaintiff.*
- iv. *The Defendants undertake to deliver up all articles, materials and goods in their possession, bearing the Plaintiff's trademarks as mentioned in Schedule-A, or any mark visually, phonetically, or structurally identical or similar to the Plaintiff's said trademarks, to the representatives of the Plaintiff within a period of 15 days from the date of final order of this Hon'ble Court in the present matter.*
- v. *The Defendants have agreed to disclose the source from which they procured the infringing goods. Therefore, the Defendants state that they had procured the infringing goods from 'HBA Metal Works' and*

‘M.K. Traders’. The original business cards of both the said entities are annexed herewith as Schedule-B.

- vi. *Each of the Defendants hereby undertakes to pay damages of Rs. 50,000/- to the Plaintiff, and the same have been paid to the Plaintiff vide the following Cheques:*

	<i>Cheque No.</i>	<i>Dated</i>	<i>Bank</i>
<i>Defendant No. 1</i>	<i>907533</i>	<i>13.01.2020</i>	<i>Punjab National Bank</i>
<i>Defendant No. 2</i>	<i>017820</i>	<i>13.01.2020</i>	<i>ICICI Bank</i>
<i>Defendant No. 3</i>	<i>000262</i>	<i>10.12.2019</i>	<i>HDFC BANK</i>
<i>Defendant No. 4</i>	<i>104097</i>	<i>10.01.2020</i>	<i>ICICI Bank</i>
<i>Defendant No. 5</i>	<i>048389</i>	<i>13.01.2020</i>	<i>ICICI Bank</i>

Copies of the aforesaid cheques are being annexed herewith as Schedule-C.

- vii. *The Defendants have already published public apology, for the aforementioned unlawful acts, and the said public apology has been published in the Delhi Edition of The Indian Express newspaper of January 21, 2020. The copy of the same is attached herewith as Schedule-D.*
- viii. *The Defendants have handed over the goods seized by the Local Commissioners, to the counsel for the Plaintiff for the purpose of their destruction, and the Defendants have no objection whatsoever to the destruction of the same.*
- ix. *Each of the Defendants hereby undertakes to pay to the Plaintiff an amount of Rs. 10,00,000/- (Rupees ten lakh only) as liquidated damages, in case of any breach of the aforesaid undertakings given by the Defendants. In such event, the Plaintiff shall also have the right to take appropriate action against the erring Defendant in accordance with law.*
- x. *In consideration of the abovementioned undertakings by the Defendants, the Plaintiff foregoes its claim for rendition of accounts, and damages under paragraph 37(e), and (f) of the Plaint. ”*
3. The application is signed by Shri D.C. Sharma, the constituted attorney of the plaintiff as also Santraj Yadav, Sandeep Kumar, Suraj

Kumar, Yogesh Sahni and Nabeel Ahmed, the sole proprietors of defendant No.1 to 5 respectively and is also duly supported by the affidavits of the authorized representative of the plaintiff and the sole proprietors of the defendants.

4. The settlement agreement is also accompanied by an apology tendered by the defendants in the local newspaper Indian Express dated 21st January, 2020 undertaking not to repeat the alleged violation any further.

5. Santraj Yadav, Sandeep Kumar, Suraj Kumar, Yogesh Sahni and Nabeel Ahmed are also present in Court and assure that in future they will not infringe any of the trademarks, logos, etc. of the plaintiff's.

6. Learned counsel for the plaintiff states that the seized infringing material has already been handed over to the authorized representative of the plaintiff, who would destroy the same.

7. Considering that the parties have entered into a settlement the suit is decreed in terms of the settlement arrived at between the parties as noted above.

8. Decree sheet will incorporate the terms of settlement.

9. Since the present settlement arrived at between the parties is a Court initiated settlement, Court fee be refunded to the authorized representative of the plaintiff under Section 16 of the Court Fees Act. Registry will issue necessary certificate in this regard.

I.A. 5836/2019 (u/O XXXIX R 1&2 CPC),
I.A. 10817/2019 (u/O VI R 17 CPC by P)

Applications are disposed of as infructuous.

MUKTA GUPTA, J.

FEBRUARY 14, 2020
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