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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(COMM) 270/2019 & I.A. 7463/2019, I.A. 16490/2019**  
**KEI INDUSTRIES LIMITED**

..... Plaintiff

Represented by: Mr.Pallav Palit, Adv. with  
Mr.Lalitendra Gulani, Adv.

versus

**RAKESH KUMAR GROVER & ANR.**

..... Defendant

Represented by: Mr.Rakesh Kumar, defendant No. 1  
in person

**CORAM:**  
**HON'BLE MS. JUSTICE MUKTA GUPTA**

**ORDER**  
**31.01.2020**

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CS(COMM) 270/2019

1. By the present suit, the plaintiff has inter alia prayed for a decree of permanent injunction restraining the defendants, their partners or proprietors, agents etc. from manufacturing, selling, offering for sale, exporting, exhibiting, advertising and/or using the infringing Mark or any other similar and/or deceptively similar mark to the plaintiff's trademark 'KEI', on its goods and services, besides rendition of accounts, damages etc.
2. During the pendency of the present suit, the parties have entered into a settlement before the Delhi High Court Mediation and Conciliation Centre. Copy of the settlement agreement dated 27<sup>th</sup> January, 2020 is placed on record. The plaintiff and defendants have entered into a settlement on the following terms and conditions:-

1. The Parties have agreed that the Commercial Suit for Infringement of Trademarks; Copyright; passing off; unfair competition; damages etc. being C.S.(Comm) 270 of 2019, shall be decreed by the Hon'ble High Court of Delhi, in favour of the First party and against the Second Party, in terms of the prayer clause (a) of the Plaint. The relevant extract of the prayer (a) of the plaint is being reproduced hereinunder:

“ Pass and pronounce a decree of permanent injunction restraining the Defendants, their partners or proprietors, their family members, dealers, their suppliers, their franchisees, agents, sister concerns or any entity incorporated by the case may be, from manufacturing, selling, offering for sale, exporting, exhibiting, advertising and /or using the Infringing mark or any other similar and /or deceptively similar mark to the Plaintiff's trademark “KEI”, on its goods and /or products or in any manner whatsoever so as to result in infringement of the registered trademarks of the Plaintiff”

2. The Second Party hereby acknowledge and recognize the First Party's sole and exclusive proprietary rights and interests in the First Party's trade mark “KEI” and device mark



including all/any representations of trademark “KEI” in form of a logo, device, label and other artistic forms.

3. The Second Party undertake that in future Second Party shall never:

i. use for manufacturing, marketing, distributing, selling, offering for sale, advertising, sponsoring or howsoever otherwise, dealing in any goods/product/services bearing the aforementioned registered trademark “KEI” and device



mark or any other trademark incorporating the said trademark “KEI” or any other similar and/or deceptively

*similar mark on its goods/ products or in any manner whatsoever, through its proprietorship firm, family members, dealers, suppliers, franchisees, agents, sister concerns or any entity incorporated by the Second Party distributors or anyone acting for and, on its behalf;*

*ii. use any representations of trademark “KEI” in form of a logo, device, label and other artistic forms and/or any other deceptively similar trademark to the said trademark with relation to the Second Party’s business or through through its proprietorship firm, family members, dealers, suppliers, franchisees, agents, sister concerns or any entity incorporated by the Second Party distributors or anyone acting for and, on its behalf;*

*iii. misrepresent or hold out to be connected to or related with the First Party in any manner whatsoever.*

*4. Mr. Rakesh Kumar of the Second Party has disclosed that the goods which are being sold by the Second Party bearing the mark “KEI GOLD” are manufactured and sourced from Mr. Vijay Kapoor through his proprietorship firm namely, M/s. Kapoor Electrical Industries located at 19/1862, Kanhiya Nagar, Tri Nagar, Delhi- 110035 and the Second Party was only selling the same. Second Party offers and undertakes to co-operate and help the First Party in all aspects, wherever required.*

*5. The Second Party undertakes to take all necessary steps for getting the web page <https://www.indiamart.com/rkelectricalsghaziabad/> removed from the website of India Mart within 7 days of the signing of the present Settlement Agreement. The First Party agrees and accepts the same.*

*6. In view of the aforesaid undertakings and assurances by the Second Party, the First Party agrees to forego its claim*

*against the Second Party on account of damages for losses suffered by it, legal costs, etc. in terms of Prayer (d) and (e) of the plaint.*

*7. The parties shall jointly request the Hon'ble Court on the next date fixed i.e. on 31.01.2020 to accept the aforementioned undertakings of the Second Party and dispose of and decree the suit in terms of the present settlement agreement.*

*8. 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”.*

3. The settlement agreement is duly signed by Mr.Sagar Gupta, Assistant Manager (Corporate) on behalf of the plaintiff and by Mr.Rakesh Kumar, Sole Proprietor of M/s. R.K.Electricals for himself and his concern. Authorization in favour of Mr.Sagar Gupta by the plaintiff company has been placed on record along with the settlement agreement as Annexure-A. Consequently, the suit is decreed in terms of the settlement.

4. Decree sheet will incorporate the terms of settlement arrived at between the parties.

5. Court fees be refunded to the authorized representative of the plaintiff under Section 16 of the Court Fees Act. Registry will issue a necessary certificate in this regard.

I.A. 7463/2019 (under Order XXXIX Rule 1 and 2 CPC) & I.A. 16490/2019 (under Section 151 CPC by P)

Applications are disposed of as infructuous.

**MUKTA GUPTA, J.**

**JANUARY 31, 2020/akb**