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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 349/2019**
SD-3C LLC Plaintiff

Represented by: Mr. Devesh Ratan, Adv.

versus

I.E. VENTURES & ORS. Defendant
Represented by: Ms. Aparna Jain, Mr. Ishan Berry,
Adv.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

04.03.2020

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1. By the present suit the plaintiff has sought a decree of permanent injunction restraining the defendants, their agents, servants, etc., from selling, exporting, importing, offering for sale, distributing, advertising,

dealing in goods and/or services under the mark SD/  , or any other deceptively similar mark amounting to infringement of the plaintiff's registered trademark as also passing of the goods of the defendant as that of the plaintiff, besides infringing the plaintiff's copyright, rendition of accounts, damages, etc.

2. During the pendency of the present suit parties have entered into a settlement before the Delhi High Court Mediation and Conciliation Centre on the following terms and conditions:

- i. *“The Defendants hereby acknowledge that all rights, title, interest and goodwill in the trademarks “SD”,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  , including variants thereof (hereinafter collectively referred to as the*

“SD Marks”), belong exclusively to the Plaintiff and the Defendants have no rights, title or interest in the SD Marks whatsoever.

ii. The Defendants tender unconditional apology to the Plaintiff for inadvertently violating the intellectual property rights of the Plaintiff in its SD Marks, for infringing the Plaintiff’s copyright and registered trade mark nos. 872738, 2122136, and 2122138, and for inadvertently passing off its 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 offer for



sale any products bearing the mark , or any mark visually, phonetically, or structurally identical or similar to the Plaintiff’s SD Marks, so as to result in passing off the goods of the Defendants as that of the Plaintiff.

iv. The Defendants hereby undertake to file for withdrawing the pending trademark application no. 2687572 filed in Class 9 by the Defendant



No. 2, trading as Defendant No. 1, for the mark , within a period of 30 days from the date of the order passed by the Hon’ble Court, recording the present Settlement Agreement.

v. The Defendants undertake to deliver up all articles, materials and



goods in their possession, if any, bearing the mark or any mark identical or similar to that of the Plaintiff’s SD Marks, to the representatives of the Plaintiff within a period of 30 days from the date of order passed by the Hon’ble Court, recording the present Settlement Agreement.

vi. The Defendants hereby undertake to pay to the Plaintiff an amount of Rs.20,00,000/- (Rupees Twenty Lakhs 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 Defendants in accordance with law.

- vii. *In consideration of the abovementioned undertakings by the Defendants, the Plaintiff foregoes its claim for rendition of accounts, and damages under paragraph 42 (iv), (vi) and (viii) of the Plaint.*
- viii. *The Defendants undertake that they have taken down all listings of their products under the mark “SD” from all online portals, and further, they have already informed all such online portals or third parties that they should not list any of their products under the mark “SD”. However, it is clarified that the Defendants shall not be held responsible for any listing, content or video of the Defendant’s products bearing the mark “SD” uploaded by any online portal, some unknown user or customer on any website, provided that such listing, content or video is not uploaded at the Defendant’s instance and/ or has not been taken down inspite of the Defendant’s best efforts and the said product is purchased by such user or customer from the Defendants prior to the date of communication of order of ad-interim injunction passed in this matter. ”*

3. The settlement agreement dated 2nd March, 2020 is duly signed by Shri Nripendra Kashyap, authorized representative of the plaintiff as also Shri Angad Yadav, authorized representative of defendant Nos. 1 to 3, authorizations in whose favour are enclosed with the settlement agreement.
4. Consequently, the suit is decreed in terms of the settlement arrived at between the parties.
5. Decree sheet will incorporate the terms of settlement.
6. Court fees be refunded to the authorized representative of the plaintiff under Section 16 of the Court Fees Act.
7. Registry will issue necessary certificate in this regard.

I.A. 9055/2019 (u/O XXXIX R 1&2 CPC)

Application is disposed of as infructuous.

MUKTA GUPTA, J.

MARCH 04, 2020 /‘ga’