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

+ **CRP-IPD 1/2022**

MR. RAMESH KUMAR PATEL & ANR. Petitioners
Through: Mr. H.P. Singh and Mr.
Navroop Singh, Advs.

versus

M/S GOLDMEDAL ELECTRICALS PVT. LTD. Respondent
Through: Mr. Ajay Amitabh Suman, Adv.

+ **FAO-IPD 49/2021, CM 77/2022 & CM APPL. 45514/2021**

**RAMESH KUMAR PATEL TRADING AS M S RACER
INDUSTRIES** Appellant
Through: Mr. H.P. Singh and Mr.
Navroop Singh, Advs.

versus

GOLDMEDAL ELECTRICALS PVT. LTD. Respondent
Through: Mr. Ajay Amitabh Suman, Adv.

**CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR**

ORDER (O R A L)

% **01.05.2023**

1. The disputes between the parties in CRP-IPD 1/2022 and FAO-IPD 49/2021 stand settled with the intervention of the Delhi High Court Mediation and Conciliation Centre.

2. Settlement agreement dated 11th April 2023 is on record.

3. In the settlement agreement, the petitioner/appellant is referred to as the first party and the respondent is referred to as the second

party.

4. The terms of settlement read thus:

“1. The First Party recognizes the proprietary rights of the Second Party in the mark GOLDMEDAL and G GOLDMEDAL in relation to wide range of electrical goods, electrical components, electrical appliances and other allied, cognate and related goods.

2. The First Party admits and acknowledges rights of the Second Party in various Trade Mark registrations and Trade Mark applications of the Second Party in the mark GOLDMEDAL and G GOLDMEDAL and undertakes not to challenge the same directly or indirectly.

3. The First Party acknowledges rights of the Second Party in the artistic features/copyright of GOLDMEDAL and G GOLDMEDAL Label and undertakes not to challenge the same directly or indirectly.

4. The First Party undertakes not to use the mark MEDAL or any other mark/ label/ art work identical with or deceptively similar to the Second Party Trade Mark/ label/ art work GOLDMEDAL and G GOLDMEDAL. First Party also undertakes not to use the marks/ label/ art work GOLDMEDAL, REALMEDAL, MODEL, G MEDAL, SILVER MEDAL, MEDAL STAR as also any other MEDAL formative marks/ label/ art work which are identical with or confusingly similar to the mark/ label/ art work MEDAL or GOLDMEDAL.

5. The First Party undertakes to withdraw all Trade Mark applications filed in the Trade Mark Office for the mark MEDAL or other MEDAL formative Trade Marks or any other Trade Mark applications for the mark confusingly similar to the mark MEDAL and GOLDMEDAL filed for any of the goods in classes, within one week from the date of signing of this settlement terms. The list of various Trade Mark applications/registrations filed by the First Party and the copies of withdrawal letters dated 11.04.2023 of the First Party are being annexed herewith as Annexure-C and Annexure-D (Colly) respectively. The said list is not exhaustive. First Party also undertake to withdraw any other Trade Mark applications filed in Trade Mark Office involving the marks REALMEDAL, MODEL, G MEDAL, MEDAL STAR, SILVER MEDAL etc. wherein the mark MEDAL is forming an essential or distinguishing feature of the mark.

6. The First Party further agrees to withdraw cancellation petitions and opposition proceedings, within one week of signing of the

present settlement terms, filed in the Trade Mark Office and in other forums against Plaintiffs/Respondent's mark GOLDMEDAL and G GOLDMEDAL. The list of such cancellation petitions and opposition proceedings against aforementioned Trade Marks and the withdrawal letters dated 11.04.2023 of the First Party are being annexed herewith as Annexure-E and Annexure-F (colly) respectively. The said list is not comprehensive. First Party undertakes to withdraw any other oppositions/rectifications filed against the Plaintiff/Respondent's mark GOLDMEDAL and G GOLDMEDAL.

7. The First Party undertakes to withdraw copyright application for the artistic work involving the mark MEDAL.

8. The Second Party has no objection in case the First Party uses the firm name/trading style as Medal Electricals. The said name will be used strictly as firm name/trade name and will never be used prominently.

9. The First Party has no objection in case suit pending in District Court, Delhi titled Goldmedal Electricals Pvt. Ltd. Vs. Ramesh Kumar Patel [CS (COMM) No.590/2019] is decreed for permanent injunction in favour of the Second Party as per Para 30 (a) (i) (ii) & (iii) of the plaint.

10. The First Party has no objection in case suit filed in District Court, Delhi [Suit No.CS (COMM) No.365/2022] against M/s Pari Enterprises and Geetha Electrical, associate firms of the First Party is also decreed in terms of the above terms.

11. The First Party agrees to withdraw appeal pending in Delhi High Court being No.FAO IPD 49 of 2021 & CRP IPD No.1 of 2022.

12. The Second Party agrees to withdraw the contempt petition No. CONT.CAS(C)279/2020 filed in Delhi High Court in which First Party is one of the parties.

13. That the First Party has a pending stock of products under the mark MEDAL. First Party is permitted to exhaust the same within 6 months - from the date of recording of the present settlement. During the said period of 6 months First Party will not be allowed to manufacture any fresh products. Any left over stock after the expiry of 6 months shall be destroyed.

14. That the entire controversy and all disputes between the Parties stands completely resolved in all respect after deliberation between them and the Parties also confirm and declare that they have arrived at this Settlement Agreement voluntarily and of their own choice, free will and without any pressure or inducements from any quarter in the presence of the witnesses mentioned herein

below.

15. By signing this 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 and they further undertake that they will not indulge in any litigation with each other in-future in respect to the present dispute.

16. The parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the present Settlement Agreement and not to dispute the same hereinafter in future.”

5. The parties are represented by learned Counsel. They undertake on behalf of their respective clients to remain bound by the terms of settlement.

6. As such, nothing further survives for adjudication in CRP-IPD 1/2022 and FAO-IPD 49/2021.

7. Both these petitions are accordingly disposed of in terms of the aforesaid terms of settlement as contained in the settlement agreement dated 11th April 2023.

8. Mr. Singh, learned Counsel for the petitioner undertakes, as per the terms of settlement to withdraw both these petitions.

9. CRP-IPD 1/2022 and FAO-IPD 49/2021 are accordingly withdrawn in terms of the aforesaid terms of settlement.

C.HARI SHANKAR, J

MAY 1, 2023

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