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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 + CS(COMM) 106/2022, I.A. 2490/2022, I.A. 15650/2022 & I.A. 1939/2023

AERONUTRIX SPORTS PRODUCTS PVT. LTD

..... Plaintiff

Through: Mr. Sumit Nagpal, Ms. Kamna S. Nagpal, Ms. Aastha Sood and Ms. Dolly Luthra, Advs.

versus

LABORATE PHARMACEUTICALS INDIA LTD. & ORS.

..... Defendants

Through: Mr. Rachit Shrivastav, Adv.

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)

% **18.08.2023**

1. The disputes between the parties stand amicably resolved with the intervention of the Delhi High Court Mediation and Conciliation Centre.

2. The settlement agreement dated 18 July 2023 is on record.

3. The terms of settlement read thus:

“1. That the Defendants accept and acknowledge the intellectual property rights of the Plaintiff in the word mark



FAST&UP and the device mark



as

mentioned in the suit.

2. The Defendants further agree not to adopt any trademark, including any colour combination for its trademark, which is identical or deceptively similar to the word mark FAST&UP and

the device mark



, which device mark includes the unique font, style and manner of representation and orange and blue colour combination of the said device mark, in any manner whatsoever.

3. The Defendants further agree not to adopt any trademark which contains the suffix '&UP' however the Plaintiff acknowledges and agrees that the Defendants shall be permitted to use '&' except being followed by the word 'UP'.

4. That the Defendants agree and undertake not to manufacture and/or sell goods under the word mark BOOST&UP



and/or the device mark and further agree to adopt and use, for manufacturing and marketing the impugned goods, a trademark which is not identical or deceptively similar to the Plaintiff's word mark FAST&UP and the device mark



which device mark includes the unique font, style and manner of representation and orange and blue colour combination of the said device mark.

5. That the Defendant No. 1 also agrees and undertakes to withdraw its trademark applications filed for obtaining registration for the trademarks BOOST&UP under application number



4584478 and under application number 4584479.

6. The Defendant No. 1 also agrees and undertakes to file for withdrawal of the Opposition filed against the Plaintiff's trademark FAST&UP bearing Application no. 4380931 within 30 days upon execution of the Settlement Agreement.



7. That the Defendants shall refrain from filing any trademark application(s) for any trademark which is identical and/or deceptively similar to the word mark FAST&UP and the device

mark  of the Plaintiff in future.

8. That the Defendant No. 1, on behalf of the Defendants, has agreed to pay a settlement amount of Rs. 1,00,000/- (Rupees One Lakh Only) ("**Settlement Amount**") as one-time payment on the date of execution of this Settlement Agreement to the Plaintiff by way of Demand Draft dated 24.04.2023 bearing no. 366083 in the sum of Rs. 1,00,000/- drawn on Punjab National Bank towards full and final settlement of the disputes between the Plaintiff and the Defendants.

9. That the Plaintiff agrees that in furtherance of receiving the Demand Draft for the Settlement Amount it will not have any other outstanding claims against the Defendants, including, without limitation, any outstanding claims of costs, damages or rendition of accounts, as prayed for in Para 61 (f), Para 61 (g) and Para 61 (h) of the Commercial Suit filed and instituted by it.

10. All the disputes and differences have been amicably settled by the present "Settlement Agreement".

11. The Parties agree that this Settlement Agreement above constitutes the full and final settlement between the Parties and extinguishes all differences, disputes and any claims, demands, rights, liabilities etc. of the Parties inter-se against each other.

12. The Plaintiff agrees that the terms of this Settlement Agreement shall not be construed as an admission of any of the averments made in the Commercial Suit for permanent injunction restraining infringement of trademarks, copyrights, passing off, dilution of trademarks, damages, etc. filed and instituted before the Hon'ble Delhi High Court.

13. It is agreed that the Parties will be bound by the terms of the present Settlement Agreement and in case any of the Defendants are found to be breaching the terms of this Settlement Agreement, the Plaintiff shall have right to take appropriate legal steps (both under civil and criminal law) to enforce its rights.

14. That the Parties to the present Settlement Agreement undertake to be bound by the terms of the present Settlement Agreement and to give full effect to the terms thereof. The Parties



hereby give a solemn undertaking that they shall strictly abide by and comply with the terms of the present Settlement Agreement and shall not do any act of any kind whatsoever which violates the letter and spirit of the present Settlement Agreement.

15. That the present Settlement Agreement is being entered into by the Parties voluntarily and without any coercion, pressure, or undue influence being exercised by anyone, out of their own free will and volition. The Parties agree to be bound by the present Settlement Agreement for all intents and purposes.

16. The Parties agree that in terms of this Settlement Agreement, the suit being CS (COMM) 106/2022 titled Aeronutrix Sports Products Pvt. Ltd. Vs. Laborate Pharmaceuticals India Ltd. & Ors. shall be disposed of and a decree shall be passed by the Hon'ble High Court of Delhi.

17. In terms of the present Settlement Agreement, the Plaintiff herein is at liberty to seek for refund of the court fees in terms of Section 16 of the Court fees Act, 1870.

18. That the Parties further undertake that they shall remain bound by the terms and conditions of the present Settlement Agreement.”

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

5. It is also confirmed that the payment of ₹ 1 lakh in terms of para 8 of the settlement agreement has been paid by Defendant 1 on behalf of all the defendants to the plaintiff.

6. In view thereof, nothing further survives for adjudication in this matter.

7. The parties shall remain bound by the terms of settlement.



8. The court has perused the terms of settlement and find them to be lawful.
9. The suit accordingly stands decreed in terms of the aforesaid settlement agreement.
10. The plaintiff shall be entitled to refund of court fees, if any, deposited by it.
11. Let a decree sheet be drawn up by the Registry in the aforesaid terms.

C.HARI SHANKAR, J

AUGUST 18, 2023/ar