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

+ **CS(COMM) 141/2023**

CZECH GAMES EDITION SRO & ORS. Plaintiffs
Through: Ms. Prachi Agarwal, Adv.

Versus

M S LIFESTYLE YOU THROUGH ITS
PROPRIETOR MR VINEET MUNDRA Defendant
Through: Mr. Neeraj K. Gupta and Mr.
Ranjeet Kumar Singh, Advs.

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

JUDGMENT (ORAL)

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11.09.2023

(Through Video-Conferencing)

CS(COMM) 141/2023

1. The matter is being taken up today, as 8 September 2023 was declared as a holiday, on account of preparations for G-20 Summit.
2. The disputes between the parties stand settled with the intervention of the Delhi High Court Mediation and Conciliation Centre. Settlement Agreement dated 5 September 2023 is on record. The terms of settlement read thus:

“1. The Defendant acknowledges the rights of the Plaintiff No. 1 in the trademark 'CODENAMES' by itself and alongwith various words/variants etc. (*hereinafter, "formative marks"*), including but not limited to 'CODENAMES PICTURES', 'CODENAMES DUET' etc., with respect to games including card games, tabletop games, game components etc., in Class 28 in India and worldwide.

2. The Defendant further acknowledges the rights of the Plaintiffs in the trade dress associated regarding the products

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CS(COMM) 141/2023

Page 1 of 4



under the mark 'CODENAMES' and its formative marks, including its outer and inner packaging, rules of the game, cards and other inner contents, get up, shape, lay out; colour scheme, i.e., trade dress along with its other essential features and arrangement in any material form, etc.

3. The Defendant also acknowledges the rights of the Plaintiff No. 1 in its various other trademarks, enclosed herewith as **ANNEXURE-E** and the trade dress associated regarding the products under the said marks, including its outer and inner packaging, rules of the game, cards and other inner contents, get up, shape, lay out, colour scheme, along with its other essential features and arrangement in any material form, etc.

4. The Defendant undertakes that it has never manufactured and discontinued using, promoting, selling, and/ or offering for sale, products including games under the mark 'CODENAMES' or any other mark which is identical or deceptively similar to the Plaintiffs' mark 'CODENAMES', including the trade dress used in respect thereof, as depicted and enclosed herewith as **ANNEXURE-F**, and shall not do so in future. The Defendant further undertakes that all such products have been withdrawn from all online and offline platforms. Further, the Defendants confirm that they do not have any unsold stock of the said products.

5. The Defendant hereby undertakes that it will not by itself or through its proprietor, officers, partners, servants, employees, dealers, distributors, agents, representatives, and all others acting for and on its behalf, manufacture, sell, offer for sale, advertise, or deal in any manner whatsoever, with games or allied/cognate products, under a mark which may be identical or deceptively similar to the Plaintiffs' trademarks including 'CODENAMES' and its formative marks and the trademarks mentioned in **ANNEXURE-E**, and the trade dress associated regarding the products under the said marks, including the product packaging, rules of the game, inner contents, get up, shape, lay out, colour scheme, along with its other essential features and arrangement in any material form, etc.

6. The Defendant undertakes that they have filed FORM TM-P seeking cancellation of the Trademark Application No.4285173 in Class 28 before the Trademarks Office on 7th July 2023. Form TM-P along with the documents filed by the Defendant and confirmation of filing for withdrawal are enclosed as **ANNEXURE-G** and **ANNEXURE-H**.

7. The Defendant undertakes to never oppose Plaintiffs'



trademark applications or any other application of the Plaintiffs for protection of an Intellectual Property regarding the trademark 'CODENAMES' and its formative marks and the trademarks as mentioned in **ANNEXURE-E** and the associated trade dress in future, including the Plaintiff No.1's Trademark Application No.IRDI-4700739 for 'CODENAMES'.

8. The Defendant undertakes that it will not adopt/seek registration of a mark which may be identical or deceptively similar to the Plaintiffs' trademarks including 'CODENAMES' and its formative marks and the trademarks mentioned in **ANNEXURE-E**, and the associated trade dress and have no such registrations or pending applications, except Trademark Application No.4285173 Which stands withdrawn by the Defendants.

9. The Defendant undertakes to pay a sum of Rs. 1,00,000/- as token damages to the Plaintiffs' counsel, 'Anand and Anand' through online transfer at their account no. 923020011089968, IFSC CODE UT1B0005140, towards the full and final settlement of the present dispute between the parties within one week from the date of decree of the suit.

10. In view of the present settlement, the Plaintiffs agree to forego the reliefs regarding delivery up, damages, rendition of accounts, and costs as sought in paragraph 73 (iv.) to (vii.) of the prayer clause of the Plaint.

11. The Plaintiffs may be entitled to seek full refund of the Court fees under Section 16 of the Court Fees Act, 1870.

12. The Defendant undertakes and agrees that, in case the Defendant or its affiliates, dealers, directors, employees, servants, agents, assignees or group companies or all others acting on its behalf, are in breach of the terms of the present Settlement Agreement at any time, the Defendant shall pay the damages as claimed by the Plaintiffs in the Plaint of the present case to the Plaintiffs as a result of the breach, in addition to any other remedies available to the Plaintiffs under law.

13. The present suit being CS (COMM.) 141/2023 may be decreed in view of the present Settlement Agreement.

14. That the consent for signing this Settlement Agreement between the parties has been given by the parties out of their own free will, not under any pressure, inducement, coercion, compulsion, force, fraud or under any sort of undue influence.



15. That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the Settlement Agreement and not to dispute the same hereinafter in future.”

3. The suit accordingly stands decreed in terms of the Settlement Agreement dated 5 September 2023, by which parties shall remain bound.

4. The court has pursued the terms of settlement and find them to be lawful.

5. The plaintiffs shall be entitled to refund of the court fee, if any, deposited by them.

6. Learned Counsel for the defendant undertakes that payment of ₹ 1 lakh would be made to learned Counsel for the plaintiffs within a week as per Clause 9 of the terms of settlement.

7. Decree-sheet be drawn up by the Registry.

I.A. 4824/2023 (Order XXXIX Rules 1 and 2 of the CPC), I.A. 4825/2023 (Order XXVI Rules 4, 9 and 10 of the CPC), I.A. 4826/2023 (Order XI Rule 1(6) of the CPC), I.A. 4827/2023 (Order XI Rule 1(4) of the CPC), I.A. 4828/2023 (Section 12A of the Commercial Courts Act, 2015), I.A. 4829/2023 (Exemption), I.A. 4830/2023 (Section 149) and I.A. 4831/2023 (Exemption)

8. All miscellaneous applications do not survive for consideration and stand disposed of.

C.HARI SHANKAR, J

SEPTEMBER 11, 2023/rb

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CS(COMM) 141/2023

Page 4 of 4