$~13(Original)

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

\+ CS (COMM) 593/2022 & I.A. 13715/2022

PT DJARUM ..... Plaintiff

Through: Mr. Mukul Kochhar, Adv.

Versus

BAJRANG TRADERS & ANR. ..... Defendants

Through: Ms. Noopur Biswas, Adv.

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

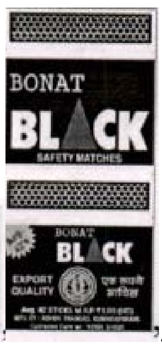
<u>O R D E R (ORAL)</u>

% **25.04.2023**

1. The dispute between the parties stands settled with the intervention of the Delhi High Court Mediation and Conciliation Centre.

2. A report from the Mediation and Conciliation Centre along with Settlement Agreement dated 6th April 2023 has been received. The terms of settlement read thus:

> "A. The Second Party acknowledges that the First Party is the registered proprietor of the well-known DJARUM BLACK Trademarks as well as the DJARUM BLACK Logo.
>
> B. The Second Party has, in recognition of the First Party's rights in the DJARUM BLACK Trademarks, ceased all use of the trade marks



,


and


> and undertakes to not use, directly or indirectly, the said

marks and/or any other mark identical or deceptively similar to the First Party's DJARUM BLACK Trademarks and/ or the DJARUM BLACK Logo in future and/or directly or indirectly make any trade mark or copyright application in future in relation to any mark which is identical or deceptively similar to the First Party's DJARUM BLACK Trademarks and/or the DJARUM BLACK Logo.

C. The Second Party undertakes and warrants that no other person or party is using the trade marks 

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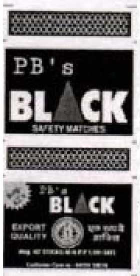
and 

or similar copyright logo for/ on behalf of under permission of the Second Party.

D. The Second Party has disclosed the stock of products bearing the trade marks 

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and 

as on February 23, 2023 to the First Party. A detailed inventory of the stock of products bearing the aforementioned trademarks as on February 15, 2023 has been annexed hereto as **ANNEXURE 'B'**.

E. The Second Party has agreed to destroy all the stock as disclosed in Annexure B and available in their possession, in the presence of the authorized representative appointed on behalf of the First Party, within ten (10) days of signing this Agreement on such date, time and venue as mutually agreed between the Parties and disclosed by the Second Party to the First Party. The representative of the First Party may record a video of such destruction of stock for his record.

F. The Second Party confirms that it will within 15 (fifteen) days of signing the present Agreement make a public apology in the format enclosed as **Annexure C** in English and Hindi languages, in the following daily newspapers (i) Times of India and (ii) Navbharat Times, having national circulation. Copies of the public apology made by the Second Party in the aforementioned newspapers shall be forwarded to the legal representatives of the First Party within a maximum of two (2) from date of publication thereof.

G. The Second Party confirms that it has already filed requests for withdrawal of the following trademarks bearing application numbers (i) 4756806 in class 34 for the mark

(ii) 5088002 in class 34 for the mark

, (iii) 5051527 in class 34 for the mark

and (iv) 5088000 in class 34 for the mark

. The respective order of withdrawal/ withdrawal requests for the aforementioned trade mark applications have been annexed hereto as **ANNEXURE 'D'**.

H. The Second Party further confirms that it has filed cancellation request for its copyright registration number 24548/2021-CO/A. A copy of the cancellation request/ statement made to that effect to the Registrar of Copyright has been annexed hereto as **ANNEXURE 'E'**. The Second Party further confirms that it shall not in future, either directly or indirectly, apply for a copyright application in relation to any label/artistic work which is identical or substantially similar to the First Party's artistic work,

I. The Second Party confirms that it shall not oppose or apply for cancellation of the First Party's DJARUM BLACK Trademarks or the DJARUM BLACK Logo at any point in time.

J. The Second Party undertakes to not use in future the First Party's DJARUM BLACK Trademarks, the DJARUM BLACK Logo, the word "BLACK" or any other trade mark which is confusingly similar thereto in any manner, including but not limited to as a word mark, logo/ device mark, domain name, company name, on social media, in whole or in part, in any form whatsoever.

K. The Second Party has paid a sum of INR 15,000/- (Indian Rupees Fifteen Thousand) as damages, which the First Party has accepted as nominal damages. The First Party has agreed that the said sum can be paid by the Second Party to the First Party's legal representatives namely M/s IRA LAW, who shall on behalf of the First Party donate the said amount, after receipt thereof from the Second Party, to the Prime Minister's National Relief Fund. A copy of the receipt of the donation of the said sum shall thereafter be provided to the legal representative of the Second Party.

L. In lieu of the above, the First Party agrees not to seek any other amount as damages or any other monetary compensation including costs against the Second Party for the violation of the First Party's rights the DJARUM BLACK Trademarks or the DJARUM BLACK Logo. The First Party agrees to not press the relief as prayed for under paragraph 51 (E), (F) (G) and (H) against the Second Party.

M. The Second Party agrees that First Party shall have the right to seek damages and/or monetary compensation if the Second Party violates any of the clauses of the present Settlement Agreement.

N. The Second Party undertakes that neither it nor any person/ entity related to it will challenge or interfere with the First Party's use of the DJARUM BLACK Trademarks or the DJARUM BLACK Logo in any manner.

O. By signing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other in relation to the present suit and all the disputes and differences have been amicably settled by the Parties hereto through the process of mediation.

P. This Settlement Agreement shall be binding upon the Parties, their respective officers, directors, partners, employees, members, successors, representatives, affiliates, agents, distributors subsidiaries, licensees and assigns, and any corporation or partnership that owns or controls, or is owned or controlled directly or indirectly by either Party."

3. Learned Counsel for the parties are present and agree, on behalf of their respective clients, to remain bound by the terms of the settlement agreement.

4. The Court has perused the terms of settlement and finds that they are lawful and the suit can be disposed of on the basis of the settlement agreement.

5. No dispute, therefore, survives for adjudication.

6. The suit is accordingly decreed in terms of the aforesaid settlement agreement dated 6th April 2023 and the terms and conditions contained therein by which the parties shall remain bound.

7. Let a decree sheet be drawn up accordingly.

8. The plaintiff would be entitled to refund of court fees, if any, deposited by it.

C.HARI SHANKAR, J

APRIL 25, 2023
dsn