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

+ **CS(COMM) 610/2022 & I.A. 14277/2022, I.A. 14278/2022,
I.A. 3194/2023**

PUMA SE

..... Plaintiff

Through: Mr.Ranjan Narula, Mr.Shivangi
Kohli and Mr. Shashi Ojha, Advs.

versus

ASHOK KUMAR TRADING AS EXPOSURE STYLE

..... Defendant

Through: Mr. Vineet Malhotra and
Mr.Vinay, Advs.

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)

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25.04.2023

1. The dispute between the parties stands settled with the intervention of the Delhi High Court Mediation and Conciliation Centre. The settlement agreement dated 5th April 2023 has been placed on record.. The terms of settlement read thus:

“1. That the Second Party hereby recognizes and acknowledges the First Party's exclusive proprietary rights in the trademark

PUMA,  and all of its formative trademarks and agrees not to challenge First Party's statutory and proprietary rights directly or indirectly at any time in future in India and globally.

2. The Second Party confirms and undertakes that he has stopped stocking, wholesaling, supplying, selling, marketing, in any manner including online sale of garments, shoes or any other

products under the mark PUMA and  logo.

3. The Second Party agrees to forthwith Cease and desist from trading, stocking, wholesaling, supplying, selling, and marketing of

products bearing the mark PUMA and  logo in any manner including physical or online sale or through e-commerce portals. The Second Party agrees not to adopt at any time in future or use any mark deceptively similar to PUMA or containing PUMA in any manner for any products including garments, shoes or any other products. Any violation of this undertaking making the Second Party liable for exemplary damages and cost of Rs. 5,00,000/- (Rupees Five Lakhs Only).

4. The Second Party undertakes that the goods seized by the Local Commissioner will be handed over to the authorized representative of the First Party for destruction. The Second Party does not have any stock of the infringing products apart from the products seized by the Local Commissioner.

5. The Second Party confirms that he has not applied for registration for the mark PUMA and  logo as a trademark or any other mark identical/deceptively similar to the First Party's trademark PUMA and shall not do so in future.

6. That the Second Party has agreed to pay a consolidated sum of Rs 2,00,000 (Two Lakhs Only) towards cost to the First Party by way of three cheques in the name of the First Party's law firm RNA IP ATTORNEYS in three installments. Details of same are as under:

(i) Cheque bearing number 485988 dated 15.04.2023 drawn on State Bank of India, Hari Nagar Branch for an amount of Rs. 50,000/-.

(ii) Cheque bearing number 485989 dated 15.05.2023 drawn on State Bank of India, Hari Nagar Branch for an amount of Rs. 75,000/-.

(iii) Cheque bearing number 485990 dated 15.06.2023 drawn on State Bank of India, Hari Nagar Branch for an amount of Rs. 75,000/-.

Original cheques handed over to the counsel for the Plaintiff and the copy of the same are annexed herewith as **ANNEXURE — C (COLLY)**.

7. That in view of the aforesaid undertaking given by the Second Party, the First Party agrees to forego its claim of damages

against the Second Party including account/damages/punitive damages as stated in paragraph no. 37 (d) of the plaintiff and the parties agree that in view of the above undertakings and acknowledgments, a decree may be passed in terms of the mediation Settlement Agreement.

8. The Parties agree that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be held liable for contempt of court under the Contempt of Courts Act, 1971.

9. The parties agree that they have executed the present settlement agreement by their free will and volition without any force or pressure from anybody. The parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsel, in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

10. That Parties have agreed that full court fees of the present suit will be refunded to the First Party as parties have settled the dispute amicably at the early stage of the proceedings.

11. The Parties also agree to present themselves or through their Authorized Representatives before the Hon'ble Court to confirm the terms of the present Settlement Agreement, virtually or physically, as the case may be."

2. The Court has perused the terms of settlement and find them to be in order. Parties are represented by their respective Counsel who agree, on behalf of their clients, to abide by the terms of the settlement.

3. As such, nothing survives for adjudication in the suit. The suit accordingly stands decreed in terms of the aforesaid settlement agreement dated 5th April 2023 and the terms of settlement contained therein. Let a decree sheet be drawn up in terms thereof. The plaintiff shall be entitled to refund of court fees if any, deposited by it.

Pending miscellaneous applications also stand disposed of.

C.HARI SHANKAR, J

APRIL 25, 2023/kr

