



2023:DHC: 8469



\$~4 and 5

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 565/2022, I.A. 12969/2022, I.A. 12970/2022, I.A. 15140/2022 and I.A. 2861/2023

L&T VALVES LIMITED Plaintiff
Through: Mr. Aditya Gupta and Mr. Sauhard Alung, Advs.

Versus

UNITEK VALVES PRIVATE LIMITED Defendant
Through: Mr. Aniket Jain and Mr. Vidyut Kayarkar, Advs

+ CS(COMM) 659/2022, I.A. 15529/2022 and I.A. 15530/2022
L&T VALVES LIMITED Plaintiff
Through: Mr. Aditya Gupta and Mr. Sauhard Alung, Advs.

versus

UNIMAX VALVES Defendant
Through: Mr. Aniket Jain and Mr. Vidyut Kayarkar, Advs

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

JUDGMENT (ORAL)
24.11.2023

%

1. The dispute between the parties in these suits stand settled by way of Settlement Agreement dated 3 June 2023 executed under the aegis of the Delhi High Court Mediation and Conciliation Centre. The agreement refers to M/s. L&T Valves Limited as the “first party” and M/s. Unitek Valves Private Limited, M/s. Unimax Valves and Mr.



Khursheed Ahmed Khan collectively as the “second party”. The terms of settlement read as under:

“1. Mr. Tufail Ahmed Khan states and represents to that he is a director, a shareholder and promoter of Unitek Valves Private Limited and is responsible for its operations. A copy of the identity card of Mr. Tufail Ahmed Khan is being filed herewith along with the GST registration certificate of Unitek Valves Private Limited is being filed herewith.

2. Mrs. Sabiha Khursheed Khan, w/o Mr. Khursheed Ahmed Khan states and represents that she is the sole proprietor of Unimax Valves and that Mr. Khursheed Ahmed Khan is involved in the day-today business and operations of Unimax Valves. A copy of the identity card of the sole proprietor of M/s Unimax Valves and Mr. Khursheed Ahmed Khan is being filed herewith, along with its GST registration certificate is being filed herewith.

3. Mr. Tufail Ahmed Khan, Mrs. Sabiha Khursheed Khan and Mr. Khursheed Ahmed Khan, state and represent that apart from Unitek Valves Private Limited and Unimax Valves, neither they nor any of their relatives, affiliates and partners are operating nor associated/affiliated with any other entity using the mark L&T, L&T Valves Limited, LT and any other deceptively similar mark or any other mark similar thereto in any manner whatsoever.

4. The Second Party agree that the First Party is the prior adopter and user of the corporate name L&T Valves Limited and the trademark LTV and that the First Party enjoys extensive goodwill and reputation in the same and their use of the trademarks L&T, L&T logo, L&T Valves, LT and L&T Valves Limited infringes the First Party's rights.

5. The Second Party agree and undertake that they have already ceased and that they shall in future not directly or indirectly, manufacture, advertise, trade in, sell, offer for sale, export or in any other manner use with respect to any goods or services, the trademarks L&T, LNT, LT and LTV and any other mark deceptively similar to the trademark L&T, LNT, LTV and LT, either as a word or a logo (collectively "Infringing Marks"). Without prejudice to the generality of the fore going, the Second Party specifically undertake not to use the Infringing Marks including (but not limited to the following): products, spare parts, parts of products, name plates, moulds, packaging, letterheads, certificates, invoices, documents, brochures, websites,



communications, labels, marketing material, signage boards etc.

6. The Second Party agree and undertake that they have already ceased and shall not represent themselves to be dealer(s) or distributor(s) of L&T, LNT, LT and LTV valves and shall not in any manner claim to be associated with the First Party.

7. The Second Party agree and undertake that they shall pay the First Party INR 24 lakhs (Indian Rupees Twenty-Four Lakhs) as damages to the First Party ("Settlement Consideration"). The said payment shall be made to the First Party as per the following schedule:

- a. INR 8 lakh to be paid on May 31, 2023.
- b. INR 4 lakh to be paid on June 20, 2023.
- c. INR 3 lakh to be paid on July 10, 2023.
- d. INR 3 lakh to be paid on July 30, 2023.
- e. INR 3 lakh to be paid on August 20, 2023.
- f. INR 3 lakh to be paid on September 10, 2023.

8. After the payment of the entire Settlement Consideration as per Clause 7), the parties shall jointly approach the Hon'ble Court for de-sealing of the Second Party's warehouse/ go down, which was sealed during the Commission conducted on September 29, 2022, by the Local Commissioner, Ms. Tejasvini Puri. The Second Party agree and undertake that they shall destroy/ melt all goods bearing the Infringing Marks which were seized during the commission conducted on September 29, 2022, pursuant to the orders of the Hon'ble High Court of Delhi, including, without limitation, valves, spare parts, IBR certificates, labels, brochures, pamphlets, moulds, valves etc., and any other materials and machinery used to apply the Infringing Marks onto any goods, products, or other materials. It is clarified that the above destruction/ melting of machinery does not include destruction/ melting of machinery involved in the manufacture and sale of valves generally. The entire costs for such de-sealing, destruction/ melting shall be borne exclusively by the Second Party and such de-sealing, destruction and melting shall be done in the presence of First Party's representative (s).

9. The Second Party agree and undertake that the above terms will be binding on the Second Party themselves, their servants, agents, partners/ proprietors, associate companies/entities, officers, relatives, wholesalers, distributors, associated companies, affiliates, successors in interest and assignees as well as dealers, distributors, agents, stockists who are under the direct control of the Second Party.



10. The Parties agree to present this settlement agreement on the next date of hearing in the present Commercial Suits, i.e., August 24, 2023.

11. The Parties agree that they shall make a request to the Hon'ble Court to keep the present Commercial Suits pending before this Hon'ble Court till the full and final payment of the Settlement Consideration.

12. If the suits are decreed before the entire payment has been received by the First Party and the First Party's thereafter do not receive any of the amounts mentioned in Clause 7 as per the timelines specified therein for any reasons whatsoever, the Second Party shall be considered to be in violation of the decree passed by this Hon'ble Court recording these settlement terms and shall also be liable for violation of undertakings which are being tendered to the Hon'ble Court, which shall make them liable for contempt of Court.

13. This Agreement cannot be assigned, amended, modified or terminated without the express written consent of both the Parties. No waiver of any breach or failure to enforce one or more of the terms and conditions hereof shall be construed as an implied amendment or agreement to modify or as a waiver of the right to later enforce such terms.

14. Each Party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform its obligations under this Agreement. Parties acknowledge that the present Agreement is executed in its interest and at its request.

15. The Parties agree that this Agreement has been executed voluntarily and without any coercion.

16. 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.

17. That by signing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other arising out of the present Commercial Suits and have settled their disputes and differences arising out of the present Commercial Suits amicably through the process of Mediation.

18. The Second Party state that they shall not object to the



First Party's request for return to the First Party of the full amount of the Court fees paid by the First Party for the present Commercial Suits under Section 16 of the Court Fees Act, 1870.

19. The parties further agree that the order passed by this Hon'ble Court in light of the terms contained herein shall be final and binding upon the parties and they shall abide by the terms of the settlement in good faith.

20. The parties agree that Clauses 1) to 19) of the present agreement shall amount to an undertaking to the Hon'ble Court and it is further agreed that a request shall be made to the Hon'ble Court to the effect that suit bearing CS (Comm) No. 565 of 2022 and CS(Comm) No. 659 of 2022 against Unitek Valves Private Limited and Unimax Valves Private Limited be decreed in favour of the First Party on the aforementioned settlement terms, undertakings and statements.”

2. It is also confirmed by both sides that payments in terms of the Settlement Agreement have been made by the defendants to the plaintiff.

3. The parties are also represented by learned Counsel.

4. The Court has perused the terms of settlement and finds them to be lawful and in order.

5. As such, the disputes in these suits do not survive for consideration.

6. The suits accordingly, stand decreed in terms of the Settlement Agreement dated 3 June 2023, by which the parties shall remain bound. Let decree-sheets be drawn up by the Registry accordingly.



2023:DHC:8469



7. Miscellaneous applications do not survive for consideration and stand disposed of accordingly.

8. The plaintiff shall be entitled to refund of the court fee deposited by the plaintiff in both the suits.

C.HARI SHANKAR, J

NOVEMBER 24, 2023

rb

Click here to check corrigendum, if any