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

+ C.O. (COMM.IPD-TM) 62/2021

BASANT LAL Petitioner

Through: Mr. Shahid Khan and Mr.
Akash Kr. Singh, Advs.

versus

SUSHMA RANI ARORA Respondent

Through: Mr. N. Mahabir and Ms.
Noopur Biswas, Advs.

+ C.O. (COMM.IPD-TM) 102/2021

BASANT LAL Petitioner

Through: Mr. Shahid Khan and Mr.
Akash Kr. Singh, Advs.

versus

SUSHMA RANI ARORA AND ANR. Respondents

Through: Mr. N. Mahabir and Ms.
Noopur Biswas, Advs. for R-1

Mr. Harish Vaidyanathan Shankar, CGSC
with Mr. Srish Kumar Mishra, Mr. Sagar
Mehlawat, Mr. Alexander Mathai Paikaday,
Mr. Sriram and Mr. Krishnan V, Advs. for
R-2

+ C.O. (COMM.IPD-TM) 203/2021

BASANT LAL Petitioner

Through: Mr. Shahid Khan and Mr.
Akash Kr. Singh, Advs.

versus

SUSHMA RANI ARORA AND ANR Respondents

Through: Mr. N. Mahabir and Ms.
Noopur Biswas, Advs. for R-1

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C.O. (COMM.IPD-TM) 62/2021 & cont. matters

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Mr. Harish Vaidyanathan Shankar, CGSC
with Mr. Srish Kumar Mishra, Mr. Sagar
Mehlawat, Mr. Alexander Mathai Paikaday,
Mr. Sriram and Mr. Krishnan V, Advs. for
R-2

+ C.O. (COMM.IPD-TM) 407/2021

BASANT LAL

..... Petitioner

Through: Mr. Shahid Khan and Mr.
Akash Kr. Singh, Advs.

versus

SUSHMA RANI ARORA AND ANR.

..... Respondents

Through: Mr. N. Mahabir and Ms.
Noopur Biswas, Advs. for R-1

Mr. Harish Vaidyanathan Shankar, CGSC
with Mr. Srish Kumar Mishra, Mr. Sagar
Mehlawat, Mr. Alexander Mathai Paikaday,
Mr. Sriram and Mr. Krishnan V, Advs. for
R-2

+ C.O. (COMM.IPD-TM) 166/2022

BASANT LAL PROPRIETOR OF THE TRADE MARKS L
AND K WATERMAN SINCE-1948 1-2 KRISHAN NAGAR,
MATHURA, UTTAR PRADESH

..... Petitioner

Through: Mr. Shahid Khan and Mr.
Akash Kr. Singh, Advs.

versus

SUSHMA RANI ARORA REGISTERED

PROPRIETOR OF THE IMPUGNED TRADEMARK

L AND K 1-2 E, KRISHNA NAGAR,

3 ARHERA, MATHURA UTTAR PRADESH Respondent

Through: Mr. N. Mahabir and Ms.
Noopur Biswas, Advs.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

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JUDGMENT (ORAL)

19.09.2023

(Through Video-Conferencing)

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1. The disputes between the parties stand settled with the intervention of the Delhi High Court Mediation and Conciliation Centre. Settlement Agreement dated 17 August 2023 has been placed on record. The terms of settlement read thus:

“A. It is agreed that both the parties have equal right on the trademark L & K with respect to all goods and services and none of them would claim any exclusivity over the said trademark in any Class. Both parties agree to co-exist in the market with respect to the trademark L & K.

B. Both parties shall have equal right to get registration of the Trademark "L & K" in any of the classes under Trademarks Act, 1999. Both parties shall have equal rights to register copyright containing the mark L & K in their respective names. In the event of any objection raised by the Registrar of Trademarks or Registrar of Copyrights, the other party shall on the request of the aggrieved party shall provide No Objection letter to the aggrieved party to overcome such objection positively within a period of two weeks. Both parties agree to co-exist on the Trademark and Copyright register with respect to the trademark L & K. Both parties acknowledge the validity of the above registered trademarks of each other.

C. For any new trademark Application with the name of "L & K", which either of the parties wish to file in future, the trademark/tradename L & K shall be accompanied with the trade name/group name/ corporate name of the such party in the form of a device. It is agreed that neither of the parties shall apply for the trademark L & K *per se* for any such applications to be filed in future. It is agreed that none of the parties shall claim any exclusive rights in the trademark L & K against the other party. Both parties will be at liberty to initiate proceedings against unauthorized use (Infringement/passing off) of the trademark L& K by any Third Party.

D. For the sake of clarity, it is agreed between the parties hereto that for all future trademarks/ copyrights applications, which the parties shall file in their respective names, the parties

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shall include their respective trade name/ corporate name alongwith the trademark "L & K", which shall be done in following manner:

- (i) For all the trademarks/ copyrights Applications which the first party shall file, the same shall include "by B.L & Company" in the device;
- (ii) For all the trademarks/ copyrights Applications which the second party shall file, the same shall include "by ABL International" in the device;

It is further agreed between the parties hereto that in future if either of the parties decide to opt for some other trade name/corporate name, such party shall include such new trade name/corporate name alongwith the trademark "L & K".

E. The parties agree to manufacture and market under the trademark L & K accompanied with their trade name / group name/ corporate name with effect from 01 January 2024 onwards. The parties do not have any objection to the retail or wholesale of goods manufactured including packaging (corrugated boxes) in reference to the Trade Marks of the Trade Mark applications bearing nos. 4419746, 4419747, 4419748 & 4419749 and supplied prior to 01 January 2024 which bear the trademark L & K *per se* till the time, such goods are sold or liquidated. The parties further agree that the trade name / group name/ corporate name of one party shall not be similar to the trade name/group name/ corporate name already in use by the other party. In order to avoid any disputes, the parties shall not use abbreviation of their personal name/letter marks as their trade name/group name/corporate name, which is similar to the trade name/group name/corporate name already in use by the other party.

F. That three trademark mark applications, which were filed by the First Party being Trademark Application Nos. 4274184, 4274185, 5426513, 5426515 & 5416516 seeking registration of the Trademark "L & K" in various forms and design under various Classes have been objected by the Trademark Registry and accordingly Examination report of each of such Trademark Application has been issued. That in each of such trademark, the common objection is that there exists a similar registered trademark with the name of L & K, hence the First party's afore-said TM applications could not be accepted. It is worth mentioning that each of such examination report, the cited mark is of the Second party. Therefore, the Second Party



through this Settlement Agreement agrees that she has no objection if the Trademark Application Nos. 4274184, 4274185, 5426513, 5426515 & 5416516 are accepted and advertised and objection under Section 11 is removed. Even otherwise the Second Party agrees that the present Settlement Agreement shall be taken as her No Objection and if required the Second party shall provide a separate NOC.

G. The Petitioner has no objection, if Respondent No.1 (Sushma Rani Arora) retains the Copyright Registration number A/80698/2007 in her name. Petitioner shall withdraw his objection filed before the Registrar of Copyrights against Registration No A/80698/2007, within a period of 8 weeks from today. Respondent No.1 (Sushma Rani Arora) has also no objection if the Petitioner wishes to apply for Copyright Registration bearing the mark L & K.

H. The Parties have, for the time being, agrees to use the trademark L & K in the manner mentioned in this Settlement agreement.

I. It is agreed that neither of the parties are bound / restricted to use the trademark L & K in the device stated above and are at liberty to amend the trademark as they deem appropriate, subject to other terms of the present Settlement Agreement.

J. It is agreed between the parties that in the event of division in the family of the First Party or Second Party in future or they decide to carry on business independently or separately, such new division would also be entitled to use, register the trademark L & K or Copyright bearing the mark L & K accompanied with their trade name/group name/ corporate name in their names. Such new divisions would be bound by the terms of the present Settlement Agreement.

K. By signing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other in relation to the trademark L & K and the aforesaid Rectification Petitions and all the disputes and differences pertaining to the trademark L & K have been amicably settled by the Parties hereto through the process of mediation.

L. This Settlement Agreement shall be binding upon the Parties, their legal heirs, 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.

M. Both the Parties agree that they have arrived at the present Settlement Agreement with their own free will and desire and without any pressure, fraud, force, coercion or undue influence by either of the Parties and they undertake to be bound by the terms thereof. The Parties agree that the statements/commitments made by them in the present Settlement Agreement shall be treated as their undertakings to the Hon'ble Court and in case of any violation of the terms of the present Settlement Agreement the Parties shall be at liberty to take action as per law.

N. That it is agreed between the parties that the aforesaid five Rectification Petitions shall be decreed in terms of the present Settlement Agreement.

O. The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under Section 16 of the Court Fees Act, 1870."

2. The Court has perused the terms and conditions of the settlement agreement and find them to be lawful and in order.

3. Parties are represented by learned Counsel who undertake on behalf of their respective clients to abide by the terms of settlement. As such, nothing survives for adjudication in the present petitions, which are, accordingly, disposed of in terms of the aforesaid settlement by which parties shall remain bound.

4. All these matters are disposed of.

C.HARI SHANKAR, J

SEPTEMBER 19, 2023

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