



2023:DHC:8700



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **CS(COMM) 134/2022****V GUARD INDUSTRIES LTD** Plaintiff

Through: Mr. Sachin Gupta, Mr. Manan Mondal, Mr. Rohit Pradhan and Ms. Gaurangi Sharma, Advs.

versus

VENIGANDLA SREEKANTH & ORS. Defendants

Through: Mr. M.S. Vishnu Sankar, Ms. Athira G. Nair, Mr. Jayakumar C.M. and Mr. Aditya Santosh, Advs. for D-1 to D-3

CORAM:**HON'BLE MR. JUSTICE C.HARI SHANKAR****JUDGMENT (ORAL)**

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05.12.2023**I.A. 24243/2023(Order XXIII Rule 3 of the CPC) & CS(COMM) 134/2022**

1. The disputes between the parties stand settled and a joint application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) has been moved by the parties, seeking decreeing of the suit as per the settlement arrived at between the parties. The terms of settlement read thus:

“i. The Defendants undertakes to refrain itself, their proprietors, partners, their assignees in business, distributors, dealers, stockists, retailers, servants and agents from manufacturing, marketing, selling, or distributing from using any other trade dress/packaging as may be deceptively similar to the Plaintiff's well-known yellow and black Carton Packaging/Trade



Dress, " registered under No. 3884688 and 3884689 and Plaintiff's copyright registered under no. A-128676/2019;

ii. The Defendants undertake to refrain themselves, their proprietors, partners, their assignees in business, distributors, dealers, stockists, retailers, servants and agents from manufacturing, marketing, selling, distributing or advertising, directly or indirectly dealing in machines, electronic, electrical, parts and fittings or any other products under the impugned designs amounting to piracy and infringement of the Plaintiffs registered design under no. 330602-001;

iii. The Defendants undertake to refrain themselves, their proprietors, partners, their assignees in business, distributors, dealers, stockists, retailers, servants and agents from manufacturing, marketing, selling, or distributing any electronic goods under the impugned trade dress/carton packaging or any other trade mark as may be deceptively similar to Plaintiff's well-known V-GUARD trade marks/ trade dress /carton packaging and marks such as CRYSTA 400, and SPADE PRIME which are deceptively similar to the Plaintiff's use of CRYSTAL PLUS and GLADO PRIME;

iv. The Defendants state that they have discontinued all production and destroyed all the stationery, packaging, promotional and publicity material, and labels under the impugned design, post the date of injunction granted by this Hon'ble Court, i.e., 02.03.2022;

v. The Defendants undertakes that they have not filed any application, either with the office of the Trade Marks Registry or with the office of the Registrar of Copyrights, in respect to the registration of the aforementioned impugned black and yellow carton packaging/trade dress;

vi. The Defendants undertakes that they have not filed any application, with the office of the Registrar of Designs, in respect to the Plaintiffs registered design under no. 330602-001;

vii. The Defendants undertakes that they have not filed any application, either with the office of the Trade Marks Registry which are deceptively similar to the Plaintiffs use of the marks CRYSTAL PLUS and GLADO PRIME;

viii. The Defendants would never challenge the rights of the



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Plaintiff in its "Yellow and black Carton Packaging/Trade Dress", registered under No. 3884688 and 3884689 and Plaintiffs copyright registered under no. A-128676/2019; registered design under no. 330602-001, and Plaintiffs use of the marks CRYSTAL PLUS and GLADO PRIME before any forum, which are the subject matter of the present suit. Furthermore, the Defendants will never infringe the design /trademark / copyright in its said trade dress or pass off its products as and for those said products of the Plaintiff being the subject matter of the present suit;

ix. The Plaintiff is foregoing the costs and damages as sought in the plaint at the request of the Defendants.

x. The Defendants hereby agree that the Plaintiff shall not be liable in any manner whatsoever, whether legal or otherwise arising from the goods provided by the Defendants under the impugned design and the Defendants shall indemnify and hold harmless the Plaintiff from any cost or claim of damages arising from it;

xi. The abovementioned undertakings have been tendered by Mr. Venigandla Sreekanth, i.e., authorized signatory of Defendant No.1 to 4 and the same shall be binding on the Defendants, their partners, or proprietor as the case may be, their assignees in business, licensees, franchisee, distributors, agents, servants and dealers for all times to come. The Defendants acknowledge that in case of breach of settlement, the Defendants shall be liable to contempt proceedings.”

2. The application is signed by both parties as well as by respective Counsel. Learned Counsel representing the parties are present in Court. The Court has perused the terms of settlement and finds them to be lawful and in order.

3. Learned Counsel agree on behalf of their respective clients to abide by the terms of the settlement. As such, nothing survives for adjudication in the suit.

4. The suit stands accordingly decreed in terms of the afore-



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extracted terms of settlement arrived at between the parties, by which parties shall remain bound.

5. Let the decree-sheet be drawn up by the Registry.
6. The plaintiff shall be entitled to refund of 50% of the court fee deposited by it.
7. The application is allowed accordingly.
8. The suit is decreed in the above terms.

C.HARI SHANKAR, J

DECEMBER 5, 2023

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Click here to check corrigendum, if any