



WEB COPY



(T)OP(TM)43 to 47/2023
(ORA/224, 229, 230, 231 & 232/2012/TM/CHN)

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.03.2024

CORAM

MR.JUSTICE N.SESHASAYEE

(T)OP(TM)/43 to 47/2023
(ORA/224, 229, 230, 231 & 232/2012/TM/CHN)

M/s.NV Distilleries & Breweries Pvt. Ltd.
10th Floor, Vandana Building
11 Tolstoy Marg
New Delhi 110001

... Petitioner
in OP.43, 44, 46 /2023

M/s.NV Distilleries & Breweries Pvt. Ltd.
B-258, Naraina Industrial Area
Phase - I
New Delhi 110 028

... Petitioner
in OP.45, 47/2023

Vs.

1. United Spirits Limited
UB Tower, UB City
No.24, Vittal Mallya Road
Bangalore 560 001

(Amended as per order of Hon'ble
Board in MP.21, 22, 23/2013 dt.31.01.2013)

2.Registrar of Trade Marks

1/6



(T)OP(TM)43 to 47/2023
(ORA/224, 229, 230, 231 & 232/2012/TM/CHN)

Trade Marks Registry, IPO Building
GST Road, Guindy
Chennai 600 032

... Respondents in all OPs

COMMON PRAYER: The Transfer Original Petitions (Trade Marks) filed under Sections 9, 18, 47, 57 and 125 of the Trade Marks Act, 1999, prays that the application for rectification be allowed by removing the Trade Mark Registration Nos.700657, 700652 B, 1928614, 1997581, 756366 in Class 33 from the Register.

For Petitioner : Mr.Siddharth Govind
in all OPs

For Respondents : Mr.Abishek Jenasen - R1
in all OPs

Mr.J.Madanagopal Rao
Senior Panel Counsel - R2

COMMON ORDER

Both sides have arrived at a settlement vis-a-vis the batch of five petitions.

2.In view of the settlement so arrived, the petitioner offers to withdraw all the five petitions.

3.The terms of the settlement are as below:



(T)OP(TM)43 to 47/2023
(ORA/224, 229, 230, 231 & 232/2012/TM/CHN)

WEB COPY

1. That the parties, namely NVDBPL and USL hereby mutually agree to not object to each other's use / adoption of the mark 'PLATINUM' in any manner whatsoever so long as the same does not violate their individual intellectual property rights in any manner.

2. Both parties agree that they would be free to use the word / mark 'PLATINUM' in combination with other marks / brands, now or in the future.

3. That NVDBPL shall withdraw the subject cancellation actions being (T)OP(TM)/43/2023, (T)OP(TM)/44/2023, (T)OP(TM)/45/2023, (T)OP(TM)/46/2023 and (T)OP(TM)/47/2023 pending before the High Court at Madras.

4. That subject to NVDBPL's compliance with the aforesaid, USL shall withdraw their oppositions filed against NVDBPL's trade mark applications as under:

OPPOSITION NO.	APPLICATION NO.	CLASS	MARK
DEL-813369	2218391	33	PARTY SPECIAL PLATINUM LUXURY
DEL-813368	2123386	33	PARTY SPECIAL PLATINUM
DEL-813367	2123384	32	PARTY SPECIAL



(T)OP(TM)43 to 47/2023
(ORA/224, 229, 230, 231 & 232/2012/TM/CHN)

OPPOSITION NO.	APPLICATION NO.	CLASS	MARK
			<i>PLATINUM</i>

5.That if the obligations under this settlement agreement are breached by one party, then, at the instance of the aggrieved party, appropriate orders shall be passed in accordance with law against the other party.

6.That the parties further agree that the statements made by them in this Settlement Agreement shall be taken as their respective undertakings to the Court and the defaulting party shall be held liable for contempt of court under the Contempt of Courts Act, 1971 and any other applicable law.

7.That both the parties agree and acknowledge that the present settlement would not negatively affect or prejudice either parties; individual rights of enforcement against third parties for any misuse, ongoing or in the future, in connection with use of the trade mark 'PLATINUM' / any variation thereof and /or any other intellectual property rights.

8.The existence, nature, terms and conditions of this Settlement Agreement are strictly confidential and shall not be disclosed by the parties in any manner or form, directly or



(T)OP(TM)43 to 47/2023
(ORA/224, 229, 230, 231 & 232/2012/TM/CHN)

WEB COPY

indirectly, to any other person or entity under any circumstances except in accordance with applicable law.

9.Neither this Agreement may be altered, amended or modified, nor any of the provisions be waived, except in writing signed by both the parties. This Agreement shall be made known to and be binding upon and shall inure to the benefit of the parties hereto and their predecessors, subsidiaries, affiliates, parent companies, successors, successors in interest, assigns, trustees, officers, directors, shareholders, agents, attorneys and employees.

4.The petitions now stand dismissed as withdrawn. The petitioner is at liberty to obtain the original Settlement Agreement after replacing it with a certified copy thereof.

25.03.2024

kas

Index : yes / no

Neutral Citation : Yes / No

N.SESHASAYEE, J.

kas



WEB COPY



(T)OP(TM)43 to 47/2023
(ORA/224, 229, 230, 231 & 232/2012/TM/CHN)

(T)OP(TM)/43 to 47/2023
(ORA/224, 229, 230, 231 & 232/2012/TM/CHN)

26.03.2024