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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 74/2022 & I.A. 1635/2022**
EXXON MOBIL CORPORATION Plaintiff

Through: Ms. Saloni Chowdhry, Adv.

versus

**MR. VINOD KUMAR JAIN TRADING AS M/S. JAIN MOBIL
CENTER** Defendant

Through:

**CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL**

% **ORDER**
29.04.2024

1. Settlement has been arrived at between the parties by the facilitation of the Delhi High Court Mediation and Conciliation Centre on 01st April, 2024. The settlement agreement is placed on record. The terms of settlement are as under:



- a. The Second Party acknowledges that the First Party is the registered proprietor of the trade marks MOBIL, मोबिल and other MOBIL formative marks as mentioned in paragraph 7 of the Plaint and that the First Party has the exclusive right to use the said trade marks in India;
- b. The Second Party further acknowledges that the First Party's trade marks MOBIL and मोबिल are well-known in India and worldwide in relation to petroleum products and lubricants and enjoy an enviable reputation for the quality of goods and services for which they are used;
- c. The Second Party hereby submits to a permanent injunction of this Court from using the marks MOBIL and मोबिल as part of the trade name M/s. JAIN MOBIL CENTER / जैन मोबिल सेंटर and/or any other trade mark/trade name/domain name identical/deceptively similar to the First Party's mark MOBIL, मोबिल and MOBIL formative marks either by itself or in conjunction with any other words as a trade mark or part of a trade mark, as a trade name/corporate name or part of a trade name/corporate name, as a domain name or part of a domain name, as an



email address or part of an email address or in any manner whatsoever in relation to its goods and/or services;

- d. The Second Party has changed their trade name from JAIN MOBIL CENTER to JAIN MOTOR CENTER with effect from 29.01.2024, and the said change has also been recorded in the records of the Ministry of Small and Medium Enterprises and the GST Department. Copies of the documents effecting the change are annexed herewith as **Annexure B and C**, respectively.
- e. The Second Party undertakes to the Hon'ble Court that if they trade in MOBIL branded products they will do so by exclusively purchasing such products only from authorized distributors and dealers of the First Party;
- f. The Second Party agrees and have no objection of any kind, to handover the goods and articles at Gaya (Bihar), lying with them under *Superdari*, seized by the Ld. Local Commissioner on February 09, 2022 including signage, products, labels, stickers, stationery, business cards, prints, packages, plates, dyes, wrappers, receptacles, materials and advertisements bearing the trade marks MOBIL and मोबिल as and when directed by the Hon'ble Court;
- g. The Second Party confirms that they have neither sought any MOBIL inclusive registration(s) nor will file any application(s) before the Registrar of Trade Marks including but not limited to the trademarks MOBIL and मोबिल;
- h. The Parties agree that they shall bear their own costs and attorney's fees incurred by them in the suit bearing no. CS COMM No. 74 of 2022;
- i. That the Second Party agrees to suffer liquidated damages to the tune of INR 5,00,000/- (Rupees five Lakhs only) should the Second Party violates any of the terms of this settlement agreement. This amount shall be without prejudice to any and all other claims that the First Party may have against the Second Party in law.



2. The Court has perused the terms of settlement, and finds them to be lawful and acceptable. Parties shall be bound by the same.
3. Decree is directed in terms of the settlement arrived at between the parties.
4. Decree-sheet be drawn up accordingly.
5. In view of the settlement between the parties, the plaintiff is entitled to refund of Court Fees. Court Fees be refunded to the plaintiff through counsel, Mr. Rahul Chaudhry.
6. Registry is directed accordingly.
7. Suit is disposed of. Pending applications, if any, are rendered infructuous.
8. Order be uploaded on the website of this Court.

ANISH DAYAL, J

APRIL 29, 2024/MK/rj