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

+ **CS(COMM) 70/2019**

OAKLEY INC.

..... Plaintiff

Through: Mr. Roshan Lal Goel, Advocate with
Ms. Anju Gupta, Advocate.

versus

ZUVERYA ENTERPRISE & ANR.

..... Defendants

Through: Mr. Akash Vajpai, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

16.05.2024

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I.A. 10518/2024 (under Order XXIII Rule 3 r/w Section 151 of the CPC, 1908)

1. The Plaintiff, Oakley Inc., a company incorporated under the laws of United States of America, has filed the present suit for protection of their statutory and common law rights in their trade name and registered

trademarks “OAKLEY”, “”, “” and

“” logo and other formative marks¹. Plaintiff also claims copyright protection for the original artistic work represented in their

¹ “Plaintiff’s trademarks”



trademarks. Through the present suit, Plaintiff seeks to restrain Defendant No. 1, Zuverya Enterprises and Defendant No. 2, Jasper Infotech Pvt. Ltd. from selling, manufacturing, marketing etc, of goods bearing an deceptively



similar mark “”² thereby amounting to infringement of trademark and copyright and passing off.

2. On 8th February, 2019, this Court passed an *ex-parte ad-interim* injunction in favour of the Plaintiff and against the Defendants, restraining them from selling, manufacturing products bearing the infringing mark and/or otherwise using the mark or any other mark deceptively similar to the Plaintiff's trademarks. Thereafter, during the course of proceedings, the parties were referred to mediation, pursuant to which, Plaintiff and Defendant No. 2 settled the matter amongst the parties and accordingly, the suit was decreed *qua* Defendant No. 2 by way of order dated 10th May, 2022.

3. Now the Plaintiff and Defendant No. 1, have also agreed to settle the matter by entering into a compromise, and through the present application the aforementioned parties jointly pray for a compromise decree under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, in relation to the terms enumerated in Paragraph No. 3 of the application.

4. The application is duly supported by affidavits of the authorised representatives of the Plaintiff and Defendant No. 1. In light of the above, counsel for the parties confirm the compromise and pray that the suit be decreed as per terms mentioned in Paragraph No. 3 of the application.

² “Infringing mark”



5. The Court has perused the terms of the compromise and finds the same to be lawful.
6. Accordingly, the suit is decreed in favour of Plaintiff and against Defendant No. 1 in terms of compromise recorded in Para 3(a) to (j) (i) – (ii) of the present application and Para 41a(i)-(iv) of Plaint.
7. As per the terms of settlement, Defendant No 1's counsel has handed over a cheque for an amount of INR 1 lakh, which is confirmed by counsel for Plaintiff.
8. The parties shall remain bound by the terms and conditions of the compromise as recorded in the application.
9. The suit is decreed in the above terms. Decree sheet be drawn up.
10. In view of the fact that suit is being decreed on compromise terms, the Registry is directed to issue a certificate for refund of court fee, in favour of the Plaintiff.
11. Registry is directed to issue refund in the name of the Plaintiffs' counsel subject to Plaintiff filing of an affidavit confirming that counsels are authorised to receive refund of the court fee on their behalf.
12. Date already fixed i.e. 18th July, 2024, stands cancelled.

SANJEEV NARULA, J

MAY 16, 2024

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