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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 316/2023, I.A. 9531/2023 & I.A. 9532/2023**

VERIZON TRADEMARK SERVICES LLC & ORS. Plaintiffs

Through: Ms. Vaishali Mittal, Mr. Shivang
Sharma and Ms. Gitanjali Sharma,
Advs.

versus

VERIZON PHARMACEUTICAL PRIVATE LIMITED & ORS.

..... Defendants

Through: Mr. K.K.Singh and Mr. Vimal
Kumar, Advs. for D-1 to 3.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

ORDER
28.02.2024

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1. It is informed jointly by counsels for parties that the parties have achieved a settlement through Delhi High Court Mediation & Conciliation Centre. The settlement agreement dated 2nd February, 2024 is placed on record. The terms of settlement, as contained in para 5 are extracted as under:

a. The present suit shall stand decreed in favour of the Plaintiffs and against the Defendants.

b. The Second Party acknowledges that the First Party is the proprietor of the well-known trademark 'VERIZON' and its variants [hereinafter referred to as 'the Verizon Trademarks'] and acknowledges that the First Party has sole and exclusive rights over use of the VERIZON Trademarks for any goods and/or services. The Second Party, undertakes to not challenge the First Party's rights over the VERIZON Trademarks in any manner before any forum,



court or authority, in India or abroad, now or in the future.

c. The Second Party or any of its principal officers, servants, agents and distributors and all others acting on their behalf or which have been associated with the Defendants in the past, as the case may be, stand restrained from providing, marketing, selling, offering, or making for sale, any goods or services, or in any manner using the mark 'VERIZON', the trade name 'VERIZON PHARMACEUTICAL PRIVATE LIMITED' or any mark or trade name that includes the VERIZON designation, and/or any other deceptively similar marks or, names to "Verizon", or any other word, designation, label etc. similar thereto, whether as part of trademarks or trading names, and other marks containing, or comprising of, the trademark VERIZON amounting to infringement of the Plaintiffs', VERIZON Trademarks, bearing registration numbers 3068612, 1238071, 1405272, 1240039, 1238076, amongst others.

d. The Second Party confirms and undertakes that it has already ceased all use and shall not in the future use the VERIZON Trademarks or any other mark deceptively similar to VERIZON in association with any goods or services, and undertakes to not use the mark 'VERIZON' or any other mark similar to the First Party's VERIZON Trademarks, in India or abroad, in any manner and in association with any goods or services, for any of its products, or in advertisements, promotional material, brochures, posters, flyers, invoices, business papers, stationery, documents, online platforms, websites, meta tags, meta data, ad words, domain names, or any other document or material in control of the Second Party.

e. The Second Party represents that it has changed its company name to COPOLRON HEALTHCARE PRIVATE LIMITED, has withdrawn its trademark application for the trademark 'VERIZON' bearing „o^ 5061054 and undertakes to not apply for a fresh application in India, or abroad for any marks, consisting or containing "VERIZON" or any



similar designation at, any time in the, future.

f. The Second Party has offered to pay damages to the tune of INR 30,000/- in favour of the First Party by 28 February 2024. The First Party, in return, has requested the Second Party to donate the sum of INR 30,000/- to Being Green, Adhyapak Nagar, (Near Hanuman Mandir), Nangloi, Delhi, India 110041 having their website at <https://beinggreens.org/>, email, address beinggreens@gmail.com. Bank Name: Kotak Mahindra Bank, Account,. Number: 3646172803 and IFSC, Code: KKBK0004602 in the name of the First Party and provide the receipt of the, same by 28 February, 2024.

g. To arrive .at a settlement, the First Party has decided to give up its claim for costs to the present proceeding. The parties further agree that they shall bear their own costs for the present proceedings.

h. In lieu of the representations and undertakings made by the Second Party in the present Settlement Agreement, and subject to the continued compliance with the terms of this Settlement Agreement by the Second Party, the First Party agrees to not initiate any fresh legal proceedings against the Second Party or make any claims against the Second Party. The First Party however reserves its right to avail any remedy available to it in law or equity against the Second Party in case of any breach of the present terms, including the right to institute a suit for injunction, damages, and specific performance of contract.

2. The settlement has been signed duly by authorised representatives of both parties and their respective counsels. Court has perused the terms of agreement and finds the same to be acceptable and lawful.

3. In view of the same, nothing further survives for adjudication.

4. Parties are bound by terms of settlement.



5. Decree sheet be drawn up in terms of above settlement by the Registry.
6. In view of settlement through mediation, plaintiffs are entitled to complete refund of court fee under section 16 of the Court Fees Act, 1870.
7. Since nothing survives for adjudication, the suit stands disposed of.
8. Pending applications, if any, are disposed of infructuous.
9. Order be uploaded on the website of this Court.

ANISH DAYAL, J

FEBRUARY 28, 2024/sm/na