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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 319/2023, CCP(O) 69/2023, CCP(O) 70/2023, CCP(O)
71/2023 & I.A. 9683/2023

CALVIN KLEIN TRADEMARK TRUSTPlaintiff

Through: Mr. Prajwal Kushwaha, Adv.
(Through VC)
M: 7791065506

versus

MR. BHAGAT & ORS.Defendants

Through: Mr. Akshay Srivastava, Adv. for D-1
(Through VC)
Mr. Deep Chand, Ms. Shusheela
Prajapat, Mr. Abhishek, Mr. Rahul
Sharma, Mr. Ranveer Singh and Mr.
Vipul Gupta, Advs. for D-5 (Through
VC)
M: 9891163048

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
18.10.2024

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1. The present suit has been filed by the plaintiff for permanent injunction restraining infringement of trademark and copyright, passing off, tarnishment, unfair competition, delivery up, rendition of accounts, damages, etc.
2. The matter was referred to Delhi High Court Mediation and Conciliation Centre, wherein, six settlement agreements dated 09th August, 2024 have been received, with respect to all the defendants, except



defendant no.5.

3. Today, Mr. Deep Chand, learned counsel appearing for defendant no.5 submits that he is also ready to settle the matter with the plaintiff. However, he submits that the amount payable by defendant no.5 be confined to the tune of ₹30,000/-.

4. Accordingly, with the consent of both the parties, it is recorded that defendant no.5 is also agreeable to settle the matter with the plaintiff, upon payment of ₹30,000/-, towards full and final payment as token damages and part litigation cost. Further, it is also agreeable that defendant no.5 shall also be governed by the terms and conditions of settlement, as contained in the settlement agreements with the other defendants.

5. Learned counsels for the parties have appeared before this Court and have confirmed the terms of the settlement. They submit that the suit can be decreed in terms of the settlement between the parties.

6. This Court has perused the terms of the settlements dated 09th August, 2024, and finds the same to be lawful.

7. In terms of the settlements, the defendants have admitted and acknowledged the proprietary rights of the plaintiff in the trademarks



CALVIN KLEIN and CK log/label and shall never dispute the same in future, or attempt to seek or claim any right over the said trademarks.

8. Further, the defendants have also undertaken not to use the trademarks of the plaintiff, whether as word or logo or any other deceptively



similar or identical trademark to CALVIN KLEIN and CK log/label



or any other plaintiff's trademark. Further, the defendants have undertaken not to manufacture, sell, buy, advertise, import, export or for the purpose of trade, deal in any manner in any products or services under the trademarks CALVIN KLEIN, CK or any other deceptively similar or identical trademark to CALVIN KLEIN and CK log/label



or any other plaintiff's trademarks.

9. Learned counsel appearing for defendant no.5 submits that he also accepts the terms of the settlement, as entered by the other defendants with the plaintiff in the settlement agreements dated 09th August, 2024.

10. This Court notes that in terms of the settlement, the following amounts are payable by the respective parties, i.e.,

Defendants	Amount Payable
Defendant no.1	₹1,00,000/-
Defendant no.2	₹50,000/-
Defendant no.3	₹20,000/-
Defendant no.4	₹50,000/-
Defendant no.5	₹30,000/-
Defendant no.6	₹50,000/-
Defendant no.7	₹5,000/-



11. Accordingly, the suit is decreed in favour of the plaintiff and against the defendants in terms of the settlement agreement between the parties and paragraph 67 (i) to (v) of the plaint, which shall form part of the decree.
12. The parties shall remain bound by the terms and conditions of the settlement agreements.
13. In view of the fact that parties have settled their dispute, the Registry of this Court is directed to issue a certificate for refund of full Court Fees in favour of the plaintiff.
14. The present suit, along with the pending applications, stands disposed of.

MINI PUSHKARNA, J

OCTOBER 18, 2024/kr