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

+ **CS(COMM) 335/2024 & I.A. 45628/2024**

SEAGATE TECHNOLOGY LLC

.....Plaintiff

Through: Mr. Ranjan Narula, Mr. Shakti Priyan
Nair, Mr. Parth Bajaj, Adv. (Through
VC)

versus

**CUBICOR INFORMATION SYSTEMS PRIVATE LIMITED AND
ORS.**

.....Defendants

Through: Ms. Bhumika Aggarwal, Adv. for D-1
(Through VC)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

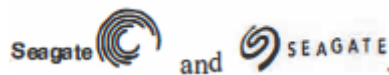
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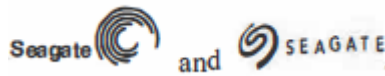
**I.A. 45628/2024 (Application under Order XXIII Rule 3 read with
Section 151 of Code of Civil Procedure, 1908 ("CPC"))**

1. The present application has been filed on behalf of the plaintiff and defendant no.1 under Order XXIII Rule 3, read with Section 151 of CPC.

2. The present suit has been instituted to protect the plaintiff's statutory and common law rights in the registered trademark SEAGATE,



. Further, the plaintiff seeks to prohibit the illegal and unauthorized use of the plaintiff's Hard Disk Drives ("HDD") bearing

their renowned mark SEAGATE,  by the defendant no.1, in relation to unlawfully importing, stocking, supplying, and selling



end-of-life HDD of the plaintiff, which are not meant for resale.

3. It is submitted that during the pendency of the present proceedings, the plaintiff and defendant no.1 have arrived at a settlement, terms of which are given in paragraph 3 of the present application.

4. Learned counsel appearing for the parties confirm the terms of the settlement and pray that the suit be decreed, in terms thereof.

5. The Court has perused the terms of the settlement and finds the same to be lawful.

6. In terms of the settlement, the defendant no.1 has acknowledged and recognized that the plaintiff is the proprietor of its well-known trademark

SEAGATE,  and . The defendant no.1 has undertaken that the defendant no.1, its directors, partners, servants, agents, etc. have stopped and agree not to, at any time in the future, engage in importing, stocking, supplying and selling, in any manner, including, online sale or deal in plaintiff's end-of-life SEAGATE HDD or any other products under the

plaintiff's trademark SEAGATE,  and  that are end-of-life, second hand, refurbished, unsupported by warranty or not meant for consumer retail.

7. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendant no.1 in terms of the settlement agreement, terms of which are reproduced in paragraph 3 of the present application, which shall form part of the decree.

8. The parties shall remain bound by the terms and conditions of the settlement.



9. In view of the fact that parties have arrived at a settlement, the Registry is directed to issue a certificate for refund of full Court Fees in favour of the plaintiff.
10. Learned counsel appearing for the plaintiff submits that the plaintiff is a foreign company, and refund be granted through its counsel.
11. Accordingly, it is directed that the refund of Court Fees shall be payable to the plaintiff, through its counsel, Mr. Ranjan Narula, Advocate.
12. Decree sheet be drawn up.
13. The suit along with the pending application, stands disposed of.
14. Next dates of hearing, i.e., 06th December, 2024 and 10th December, 2024, stand cancelled.

MINI PUSHKARNA, J

NOVEMBER 20, 2024/kr