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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 453/2023**
KEI INDUSTRIES LIMITED Plaintiff

Through: Mr. Pallav Palit & Mr. Arnav Dasgupta, Advocates through VC.

versus

KOYO LUBRICANTS LTD & ORS. Defendants

Through: Mr. Anirudh Sharma, Advocate through VC.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

ORDER
11.01.2024

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1. The matter is settled between both the parties viz. plaintiff and defendant Nos. 1 to 4.
2. Mr. Pallav Palit, Advocate appears through Video Conferencing for the plaintiff and Mr. Anirudh Sharma, Advocate appears for the defendants.
3. The settlement agreement arrived at by the facilitation of Delhi High Court Mediation and Conciliation Centre dated 2nd December, 2023 is placed on record.
4. Prayer is made for decree of the suit in terms of the said settlement agreement. The said settlement agreement records the agreement of the parties in Clauses A to E which is reproduced as under:

“A. The Defendant Parties acknowledge the First Party (Plaintiff) to be the true owner of the trade mark/logo 'KEF and its exclusive rights



*and interests worldwide including in India with respect to said trademark "KEI" and further acknowledge the First Party to be the lawful proprietor of the said Registered Word Mark "KEI", said Registered interests worldwide including in India with respect to said trademark "KEI" and further acknowledge the First Party to be the lawful proprietor of the said Registered Word Mark "KEI", said Registered Device Mark **KEI** and further all/any representations of trademark "KEI" in form of any logo, device, label and other artistic forms.*

B. The Defendant Parties including their directors, affiliates, administrators, dealers, their suppliers, their franchisees, agents, sister

concerns or any other connected entity under control of the Defendant Parties or anyone acting for and on their behalf, undertakes that they shall immediately henceforth cease and desist from:

- i. using for manufacturing, marketing, distributing, selling, offering for sale, advertising, sponsoring or howsoever otherwise, dealing in any goods/product/services and or using the trademark 'KEI' or" “**KEI**” or any other trademark containing First Party's registered trademark 'KEI' or any other similar and/or deceptively similar mark 'KEI' trademark;*
- ii. using all /any representations of trademark "KEI" or “**KEI**” in form of a logo, device, label and other artistic forms and/or any other deceptively similar trademark to the said*



trademark with relation to their business activities;

iii. *misrepresenting or holding out to be connected to or related with the First Party in any manner whatsoever;*

C. The Defendant Parties have further agreed to file necessary application(s) to seek withdrawal and cancellation for the registration of the trademark application no. 4295493 and any/all applications filed/registration secured for any intellectual property including trademarks containing the expression 'KEI' within 3 (Three) days from the execution of this agreement. The Second Party further undertakes to make all necessary efforts to follow up with the Trademarks Registry and do all necessary acts to ensure the appropriate abandonment orders are passed by the Trademarks Registry in relation to the aforesaid applications.

D. The Defendant Parties have further undertaken to remove all representations of the trademark "KEF" and/or “KEI” and/or any other deceptively similar trademark which the Defendant Parties are using on the internet and also, take necessary actions to request third party entities to take down such such marks from their websites/webpages, which were uploaded on Defendant Parties's instructions or otherwise, out of their usual course of business.

E. The above-mentioned undertakings shall be binding on the parties, their legal heirs, proprietors. Directors, servants, agents, franchises, assigns in business, dealers, stockists, distributors and successor in interest”.



5. The parties are represented by learned Counsel who undertake on behalf of their respective clients to abide by the terms of settlement.
6. The Court has perused the terms of settlement and find them to be lawful and in order.
7. As such, no further dispute remains for adjudication in the present suit. The suit stands decreed in terms of the aforesaid settlement agreement. Accordingly, decree be drawn up in terms of the settlement arrived at between the parties as per the aforementioned details.
8. In view thereof, the suit is disposed of.
9. Considering that dispute between the parties has been settled, the Court fee may be refunded in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the CPC.
10. Applications pending, if any, shall be rendered infructuous.
11. Order be uploaded on the website of this Court.

ANISH DAYAL, J

JANUARY 11, 2024/MR/sc