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

+ **CS(COMM) 535/2022 & I.A. No. 12287/2022**

SKODA AUTO A S

.....Plaintiff

Through: Mr. Piyush Kalra, Advocate.

versus

**MR VIRENDER YADAV TRADING AS SUPER COOL TRADING
CO AND SHEETAL ENTERPRISES & ANR.**Defendants

Through: Ms. Savita Rustogi, Adv. for D-2.
(Through VC)
Mr. Neeraj Sharma, Advocate for
defendant no. 3 and 4.
(M): 8800326984
Email: ns66245@gmail.com

CORAM:

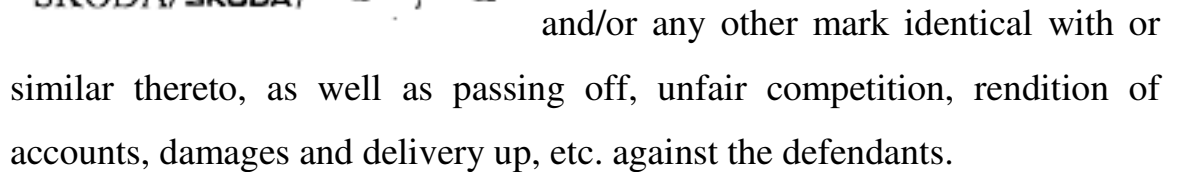
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

18.09.2024

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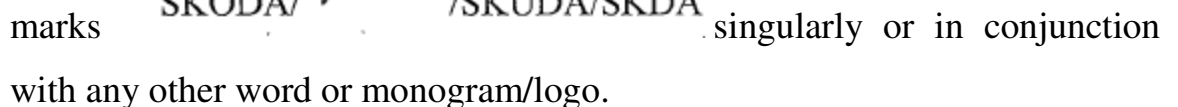
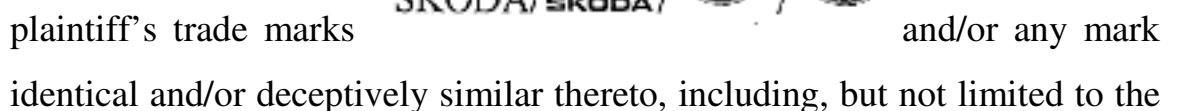
1. In the present case, the plaintiff has already entered into a settlement agreement with defendant no. 1, vide Settlement Agreement dated 19th October, 2023.
2. Subsequently, the plaintiff has now entered into a Settlement Agreement with defendant nos. 2, 3 and 4, vide Settlement Agreement dated 07th June, 2024.
3. The plaintiff has filed the instant suit seeking permanent injunction restraining infringement of its registered trademarks



4. Vide order dated 04th August, 2022, an *ex-parte interim injunction* was passed in favour of the plaintiff, thereby, restraining the defendants from using the plaintiff's trade mark/name SKODA, as well as deceptive variation/s thereof, upon and in relation to their business/products, in any manner, whatsoever.

5. As regards defendant no. 1, the plaintiff and defendant no. 1 voluntarily arrived at an amicable resolution of the dispute, vide Settlement Agreement dated 19th October, 2023.

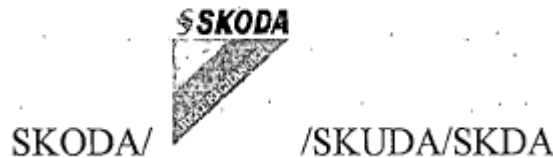
6. As per the Settlement Agreement dated 19th October, 2023, the defendant no. 1 has undertaken that defendant no. 1 will not use the



7. Further, it has been undertaken that the defendant no. 1 shall forthwith remove all references to the plaintiff's trademarks



and/or any mark identical and/or deceptively similar thereto, including, but not limited to the marks



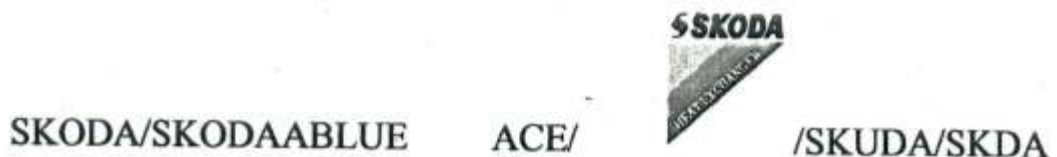
8. Further, in terms of settlement between the parties, defendant no. 1 has also executed an undertaking dated 19th September, 2023, as recorded in the settlement agreement.

9. As regards, defendant nos. 2, 3 and 4, the plaintiff has entered into a Settlement Agreement dated 07th June, 2024.

10. As per the Settlement Agreement dated 07th June, 2024, the defendant nos. 2, 3 and 4 have also undertaken that they will not use the plaintiff's



trademarks and/or any other mark identical and/or deceptively similar thereto, including, but not limited to the marks



singularly or in conjunction with any other word or monogram/logo as a trade mark, service mark, house mark etc.

11. It is further term of the settlement that application no. 5353037 dated

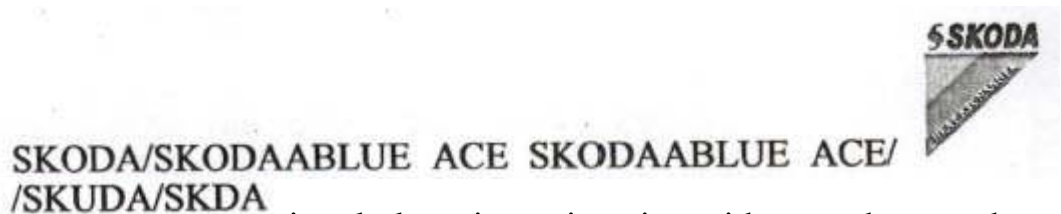


02nd March, 2022 for registration of the mark 'SkodaaBlue Ace' in the name of the defendant no. 4, shall be withdrawn.

12. Learned counsel appearing for defendant no. 4 confirms the fact that the said application has already been withdrawn, and that the defendants will not apply for or obtain registrations before any competent body or government authority of the plaintiff's trademarks



and/or any mark identical and/or deceptively similar thereto, including, but not limited to the marks



singularly or in conjunction with any other words.

13. As per the Settlement Agreement dated 07th June, 2024, the defendant no. 2 has further assured the plaintiff that the entire stock of products, packaging, stationary, letterheads, signage, reprographic material, brochures, literature or any other material for advertising, offering or marketing any



/SKUDA/SKDA

products under the marks and/or any other mark deceptively similar to the plaintiff's



marks etc., shall be destroyed/de-



faced/erased in the presence of the plaintiff's representative.

14. Accordingly, the plaintiff is at liberty to visit the premises of defendant no. 2 and upon visit of the representative of the plaintiff, the stock in terms of the Settlement Agreement dated 07th June, 2024, shall be destroyed/de-faced/erased by defendant no. 2.

15. Learned counsels appearing for the parties confirm the terms of the settlement and pray that the suit be decreed, in terms of the aforesaid Settlement Agreements.

16. The Court has perused the terms of the Settlement Agreements dated 19th October, 2023 and 07th June, 2024, and finds the same to be lawful.

17. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendants, in terms of the Settlement Agreements dated 19th October, 2023 and 07th June, 2024 and in terms of prayer (a), (b), (c) ,(d) and (e) of Para 36 of the Amended Plaint.

18. Decree sheet be drawn.

19. In view of the fact that the parties have arrived at a compromise, the Registry is directed to issue a certificate for refund of full Court fees in favour of the plaintiff, through plaintiff's counsel i.e. Remfry and Sagar.

20. Suit, along with pending application, stands disposed of.

MINI PUSHKARNA, J

SEPTEMBER 18, 2024

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