



\$~19

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

+ CS(COMM) 675/2022, I.A. 3191/2023, I.A. 16202/2023, I.A.
2173/2024 & I.A. 2427/2024

PUMA SE

.....Plaintiff

Through: Mr. Shakti Priyan Nair and Mr. Parth
Bajaj, Advs. (Through VC)

versus

MD FAIZAN RASHID OWNER/ PROPRIETOR OF SHOE
LOUNGE AND ANR.

.....Defendants

Through: Mr. Arjun Harkauli, Mr. Abeer
Shandilya and Ms. Sarakshi Asarsa,
Advs.

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
02.12.2024

%

1. Settlement Agreement dated 22nd November, 2024, has been received from Delhi High Court Mediation and Conciliation Centre.
2. The present suit was filed seeking permanent injunction restraining infringement of trademark, passing off, unfair trade competition, rendition of account, damages, delivery up, etc., on the ground that the defendant was stocking, supplying and selling footwear including shoes using the plaintiff's well known mark **PUMA** and



3. Vide order dated 27th September, 2022, an *ad-interim* injunction was



passed, whereby, the defendant was restrained from using the mark **PUMA**

and  logo PUMA,  logo and form strip logo .

4. Parties were referred to mediation vide order dated 30th January, 2024, wherein, the parties have successfully negotiated the Settlement Agreement dated 22nd November, 2024.

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

6. This Court has perused the terms of the settlement and finds the same to be lawful.

7. The parties are held bound by the terms of the settlement.

8. As per the settlement, the defendant has recognized and acknowledged the plaintiff's exclusive proprietary rights in the trademark **PUMA** and

 logo PUMA,  logo and form strip logo  and all of its formative trademarks and has agreed not to challenge the plaintiff's statutory and proprietary rights directly or indirectly, at any time in future in India and globally.

9. Accordingly, considering the submissions made before this Court, and in view of the settlement between the parties, the suit is decreed in favour of the plaintiff against the defendant in terms of the Settlement Agreement dated 22nd November, 2024, which shall form part of the decree.

10. Considering the fact that parties have arrived at a settlement, the Registry of this Court is directed to issue a certificate of refund of Full Court Fees to the plaintiff through its counsel, i.e., Mr. Ranjan Narula, Advocate,



(M: 9891584230).

11. Decree sheet be drawn up.
12. The present suit, along with the pending applications, stands disposed of.

MINI PUSHKARNA, J

DECEMBER 2, 2024/kr