



\$~11

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

+ **CS(COMM) 277/2018**

BAYER AG & ANR

..... Plaintiffs

Through: Mr. Manoj Kumar, Advocate.

versus

MARICO LIMITED

..... Defendant

Through: Mr. Aman Venugopal, Advocate.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

28.05.2024

%

1. Counsel for the parties have presented a settlement agreement dated 07th May, 2024 executed by the authorized signatories of the parties. The relevant terms of the settlement are as under:

- 2.1 Marico agrees that Marico shall not use the word "Arise" for sale of Rice and for seeds for planting under class 31 of the Nice Classification of Goods and Services subject to other clauses as agreed between the Parties in this Agreement. Bayer agrees that it has no objection to usage, application or registration of the word "ARISE" by Marico, whether individually or along with any other word/s or mark/s, except with respect to "Rice" and for seeds for planting under class 31 of the Nice Classification of Goods and Services in the Territory.
- 2.2 It is further agreed and clarified that there are no restrictions on usage of the trademark "ARISE" as agreed in 2.1 above, for products containing rice as an ingredient and the restriction is only limited to "Rice" and for seeds for planting under class 31 of the Nice Classification of Goods and Services as a commodity alone.
- 2.3 Marico shall amend the description of goods in pending trademark applications 1863213 and 1863214 in Class 30 by deleting the word "Rice" in the list of goods. Since Marico has agreed to not use the mark "ARISE" for rice and for seeds for planting under class 31 of the Nice Classification of



- Goods and Services, which comes under Class 30, hence opposition on pending application 1954452 in Class 29 will be withdrawn by Bayer.
- 2.4 Marico reserves the right to amend the description of goods for the trade marks "ARISE" and/or use, file application or register the word "ARISE" in any and all classes for any products, except rice and for seeds for planting under class 31 of the Nice Classification of Goods and Services.
 - 2.5 Within 7 calendar days of the Effective Date, Marico shall file an application for amendment of goods in Applications 1863213 and 1863214. In the event that any amendment request submitted in accordance with this clause is refused by the Trademark Registry, Marico will promptly notify Bayer in this respect and the Parties shall mutually discuss on way forward.
 - 2.6 Within 15 calendar days of the Effective Date, Bayer shall file an application with the Hon'ble Delhi High Court to withdraw the ongoing suit Bayer AG v. Marico Ltd. - CS(COMM) 277/2018.
 - 2.7 Within 15 calendar days of the Effective Date, Marico shall file an application with the Hon'ble Madras High Court to withdraw the ongoing rectification (T)OP(TM) No.184/2023.
 - 2.8 Within 15 calendar days of the Effective Date, Bayer shall withdraw the oppositions to Marico's trademark applications 1863213, 1863214, and 1954452 before the Trade Marks Registry.
2. The Court has perused the aforesaid terms of the agreement and finds the same to be lawful and acceptable.
 3. In terms of Clause 2.6 of the settlement, the plaintiff seeks liberty to withdraw the present suit.
 4. Accordingly, the present suit is withdrawn. The suit shall be disposed of as withdrawn in terms of settlement noted above.
 5. Order be uploaded on the website of the Court.
- ANISH DAYAL, J**
- MAY 28, 2024/ssc/rj**