

Lt Foods Limited vs Narwal Food Products Pvt. Ltd on 16 March, 2020

Author: Mukta Gupta

Bench: Mukta Gupta

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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ CS(COMM) 491/2019
LT FOODS LIMITED Plaintiff
Represented by: Mr. R. Abhishek, Adv.

versus

NARWAL FOOD PRODUCTS PVT. LTD. Defendant
Represented by: Mr. Neeraj K. Gupta, Mr. Ranjeet K. Singh, Advs.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA
ORDER

% 16.03.2020

1. Plaintiff had filed the present suit seeking infringement, passing off, rendition of accounts, decree of damages.

2. During the pendency of the present suit plaintiff and defendant have entered into a settlement before the Delhi High Court Mediation and Conciliation Centre on 27th February, 2020 on the following terms and conditions:

i. The Defendant acknowledges the Plaintiff to be the registered owner of the trademark/label DAWAT and related marks. The Defendant further acknowledges that the Plaintiff is the registered owner of the trademark registrations set out in ANNEXURE-C hereto, in India and abroad.

ii. The Defendant hereby undertakes to restrain itself, its directors, its principal officers, family members, servants, agents, vendors, dealers, manufacturers, distributors, retailers and anyone acting for and on its behalf ("Affiliates") from producing, selling, offering for sale or advertising, promoting its goods or services, exporting or enabling advertising campaigns either directly or indirectly in physical/electronic form, internet, websites or in any manner any product bearing the mark /label "INDIA DAWAT"/ "DAWAT" or use the term "DAWAT" in conjunction with any other word which is identical or deceptively similar to the

Plaintiffs marks /labels of DAWAT or related marks, or in a manner so as to suggest an affiliation, approval, license, connection, sponsorship or endorsement with the Plaintiff so as to result in Infringement and / or passing off of the Plaintiff's trademark.

iii. The Defendant and its Affiliates hereby undertakes to not utilize the existing e-mail ids and / or create any new e-mail id, website or any social networking account, page etc. in relation to the Plaintiff's trademark.

iv. The Parties have agreed that all of the goods, packaging or any other material containing the infringing marks of the Plaintiff which was sealed pursuant to the visit of the Local Commissioner in lieu of the Order dated 06.09.2019 passed by the Hon'ble High Court and was kept with the Defendant at its premises would be handed by the representatives of the Defendant to the representative of the Plaintiff within a duration of 15 days after the Order of the Hon'ble Court approving the said Settlement Agreement.

v. In terms of the present Settlement Agreement, the Defendant also undertakes to withdraw its Trademark Application No. 3880086 dated 06.07.2018 filed before the trademark registry seeking the registration of the infringing mark "INDIA DAWAT" in Class 30.

vi. The Defendant also agrees and undertakes to handover a list containing the details of the vendors, dealers, manufacturers, distributors, retailers whom the Defendant has approached using the Plaintiff's mark DAWAT to the Plaintiff. The said list is annexed herewith as ANNEXURE-D. vii. The Defendant hereby agrees to pay the Plaintiff a sum of Rs.4, 00,000/- (Rupees Four Lakhs Only) as cost towards the litigation to protect its trademark, expenses incurred by the Plaintiff towards execution of the Local commission, travel expenditure etc. viii. The Defendant has agreed to pay the said amount of Rs.4, 00,000/-

(Rupees Four Lakhs Only) by way of two RTGS transfers and has accordingly has paid an amount of Rs.2,50,000/-(Rupees Two Lakhs Fifty Thousand Only), vide reference no.

HDFCR52020022771411773 on February 27, 2020 and an amount of Rs.1,50,000/-(Rupees One Lakh Fifty Thousand Only) vide reference no. N059201076373389 from his account ending with no. xxxxxx3044 in HDFC bank to South Indian Bank Account ending with xxxxx3561 of the Plaintiff.

ix. The Parties hereby agree that any breach/default of any condition set forth herein would be a material default/breach of the Settlement Agreement and the Parties would be entitled to remedies as per law.

x. The Settlement will be binding on the parties, their successors, servants, agents, licensees, franchisees, representatives, distributors, sister concerns, assignees.

xi. The terms have been settled between the above referred parties of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, and the Settlement Agreement has correctly recorded the said terms.

xii. The Hon'ble Court may pass appropriate orders in view of the Settlement Agreement including refund of court fee under Section 16 of the Court Fees Act, 1870.

xiii. It is agreed between the parties that the present suit may be accordingly disposed off in terms of the present Settlement Agreement.

3. The settlement agreement is duly signed by Mr. Akash Singh and Mr. Bharat Narwal, the authorized representatives of the plaintiff and defendant respectively, authorizations in whose favour are annexed with the settlement.

4. Consequently, the suit is decreed in terms of the settlement.

5. Court fee be returned to the authorized representative of the plaintiff under Section 16 of the Court Fees Act. Registry will issue necessary certificate in this regard.

I.A. 12369/2019 (u/O XXXIX R 1&2 CPC) Disposed of as infructuous.

MUKTA GUPTA, J.

MARCH 16, 2020 'ga'