

**Delhi High Court Mediation and Conciliation Centre
Delhi High Court, Sher Shah Road, New Delhi**

Date: _____

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on _____.

BETWEEN

PARTY A which is being represented through _____, constituted attorney who is duly authorized vide Power of Attorney dated _____. Copy of the Power of Attorney dated _____ authorizing _____ is annexed herewith and collectively marked as **ANNEXURE- A (hereinafter, referred to as the “First Party”)**;

AND

PARTY B, Partner of _____ having the address _____ who is representing himself and the partnership i.e., _____. The copy of Voter card of _____ is annexed herewith and marked as **ANNEXURE- B**. The copy of the Authorization Letter executed by _____ in favour of _____ is annexed herewith and marked as **ANNEXURE-C. (hereinafter, referred to as the “Second Party”)**

The First Party and Second Party are hereinafter collectively referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS the First Party filed a rectification/ cancellation petition before the Intellectual Property Appellate Board being _____ and after the abolition of the Intellectual Property Appellate Board in 2021, the abovementioned

rectification/ cancellation petition was transferred to the IP Division of the Hon'ble Delhi High Court being _____titled _____and the same is now pending for adjudication before the Hon'ble Delhi High Court.

AND WHEREAS a suit being _____ titled _____, between the Parties seeking permanent injunction restraining infringement of trade mark, passing off, rendition of accounts of profits/damages, delivery up, etc. is also pending adjudication before the court of _____, LD. ADJ, Patiala House Court.

AND WHEREAS, during the proceedings before the Hon'ble High Court on _____ parties interacted and agreed to explore the possibility for an amicable settlement of disputes between them through the process of mediation.

AND WHEREAS the said _____ was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated _____ passed by Hon'ble Mr. Justice _____.

AND WHEREAS the Respondent No. 2 in the present matter is Registrar of Trademarks which is a formal party and the dispute essentially is between the First Party and the Second Party.

AND WHEREAS the parties agreed that _____, Advocate, would act as their Mediator in the matter of Mediation proceedings.

AND WHEREAS mediation sessions were held with the parties and their respective counsel through video conferencing on _____with the assistance of Mediator and their respective counsels i.e. _____, Enrl. No.

_____ (Email ID: _____) for the First Party; and _____ Enrl. No. _____ (Email ID: _____), Advocate for the Second Party, the parties have voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences.

The Parties have amicably resolved all the disputes on the following terms and Conditions:-

1. That the Second Party hereby recognizes and acknowledges the First Party's exclusive proprietary, statutory and common law rights in the well-known trademark _____ and all of its formative trademarks and agrees not to challenge First Party's proprietary, statutory and common law and rights directly or indirectly at any time in future in India and globally.
2. The Second Party as well as the partnership firm _____ their partners, servants, agents, affiliates, associates, stockiest and all other persons directly under the control of the Second Party confirm and undertake that they have stopped manufacturing, marketing, promoting, stocking, warehousing, distributing, supplying, selling, and offering for sale, advertising, directly or indirectly electrical appliances including electrical sockets and switches under the mark _____ logo.
3. The Second Party further undertakes and agrees not to use _____ as a trademark/tradename/domain name or any other mark which is identical and/or deceptively similar to the Plaintiff's trademarks _____ which may amount to infringement of the Plaintiff's registered trademarks and passing off;

4. The Second Party undertakes and confirm that they have discontinued manufacturing, selling, offering for sale or dealing in any goods bearing the mark _____logo with effect from _____in any manner including physical or online sale or through e-commerce portals. The Second Party agrees not to adopt at any time in future or use any mark deceptively similar to First Party trade mark _____or containing _____in any manner for any products including electrical sockets and switches and other accessories. Any violation of this undertaking making the Second Party liable for exemplary damages and cost for which claim can be made by the First Party as per the available remedies under law, however it is made clear that the Second Party cannot be held liable for any product bearing the mark _____which was in circulation in any manner including physical or online sale or through e-commerce portals before _____, and the same cannot be said be an act violating the undertaking.

5. The Second Party confirms that apart from the infringing products being seized by the Local Commissioner pursuant to order dated _____in Suit No. _____ now numbered as _____, they have no labels, tags, stickers, stationary and/or packaging material bearing the mark _____or any other marks identical or deceptively similar to the First Party's marks _____in their possession. All such material has been destroyed and will no longer be used in any manner. The Second party agrees for destruction of the infringing products and printed materials (if any)seized by the Local Commissioner in the presence of the representative of the First Party after _____days from the final order passed in the _____ and the expenses pertaining to destruction of goods shall be borne by the First Party,

and the order of delivery up as in _____ of the plaint does not survive in view of the same.

6. The Second Party undertakes and confirm that no fresh batch of products bearing the mark _____ logo will be or cause to be made/manufactured and/or disctrubted by them. The Second Party declares and confirm that any further production or sale through any route or through a third party will make them liable for claim of cost and damages as set out in clause 4 above.
7. The Second Party confirms and undertakes to file a formal request at the Trade Marks Registry to withdraw/cancel registration no. _____ in class _____ for the mark _____. The Second Party agrees to provide endorsed copy of the request filed for voluntarily cancellation of the mark along with proof of filing within _____ days from the date of signing of the present settlement agreement. In view of the filing of the above request to withdraw/cancel the impugned trade mark registration, the Second Party has no objection if the cancellation petition being _____ may be allowed by the Hon'ble court.
8. The Second Party confirms that they have not filed any other trade mark application for registration of the mark _____ logo or any other mark identical/deceptively similar to the Plaintiff's trademark _____ and shall not seek registration of the marks which may be identical or similar to the Plaintiff's trademarks _____ in the future.
9. The Second Party confirms that they have not applied for registration of any domain name containing the mark _____ any other mark

identical/deceptively similar to the First Party's trademark _____ and shall not do so in future.

10. That the parties confirm and understand that in case of any violation of the terms of the Settlement terms as set out above they shall be liable for legal proceedings.
11. That in view of the aforesaid undertaking given by the Second Party, the First Party undertakes to forgo its claim of rendition of account/damages against the Second Party as stated in _____ of the Plaint in the suit _____ titled _____, pending in the court of _____, LD. ADJ, Patiala House Court, and the Parties agree that in view of the above undertakings and acknowledgements a decree for permanent injunction be passed in favor of the First Party and against the Second Party in terms of prayer clause as stated in _____ of the Plaint in the aforementioned suit and the parties be left to bear their own costs.
12. The parties agree that in view of the above undertakings and acknowledgments, a decree may be passed in _____ {in terms of the present mediation settlement agreement.
13. The Parties agree that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be liable to be prosecuted as per applicable provisions of law.
14. The parties agree that they have executed the present settlement agreement by their free will and volition without any force or pressure from any corner. The parties also agree that they have understood the contents of the present

Settlement Agreement as the same have been explained to them by the Mediator and their respective counsel, in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

15. That Parties have agreed that they shall make a prayer for refund of court fees as per the provisions of the Court Fee Act, 1870 (as amended up to date), read with Section 89 Code of Civil Procedure, 1908 in as much as the parties have settled their disputes by the process of mediation and the proceedings are at a early stage.
16. The Parties also agree to present themselves or through their Authorized Representatives before the Hon'ble Court to confirm the terms of the present Settlement Agreement, virtually or physically, as the case may be.
17. By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.
18. That the parties undertake to abide by the terms and conditions set out in the present Settlement Agreement.

PARTIES SIGNATURES

(First Party)

(Second Party)

COUNSEL SIGNATURES

Advocate for the First Party;

Advocates for the Second Party

(Neeraj Grover)
Mediator