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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ C.O. (COMM.IPD-TM) 258/2022
MR. AMRISH AGGARWAL TRADING AS M/S MAHALAXMI
PRODUCTPetitioner

Through: Mr. Ajay Amitabh Suman, Advocate.
versus

M/S VENUS HOME APPLICANCES PVT LTD.
& ANRRespondents

Through: Mr R K Aggarwal and Mr. Vinay
Kumar, Advocates for R-1.
Ms. Nidhi Raman, CGSC with Mr. Arnav Mittal,
Advocate for R-2.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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17.03.2025

1. This petition is preferred on behalf of the Petitioner seeking revocation/cancellation/rectification of the entry of impugned trademark VENUS registered under No. 543624 in Class 11 from the Register of Trademarks under Sections 47, 57 and 125 of Trade Marks Act, 1999 ('1999 Act').

2. Learned counsel for the Petitioner submits that the parties have amicably resolved and settled all their *inter se* disputes and settlement agreement has been entered into and executed between the parties on 04.10.2024 incorporating the terms of settlement, as per which Petitioner has undertaken to withdraw the present rectification petition. It is also submitted that before the Trial Court in TM No. 1111/2016, joint application was filed by the parties under Order 23 Rule 3 CPC for recording the settlement in terms of settlement agreement dated 04.10.2024. Basis this application, the learned Trial Court has decreed the suit on 11.12.2024. On this basis, it is



urged that the present petition be disposed of as withdrawn noting the terms of settlement.

3. As the parties have amicably resolved their disputes and terms of settlement have been incorporated in a settlement agreement duly executed on 04.10.2024, the present petition is disposed of as withdrawn. For the ease of reference, terms of settlement are as follows: -

1. *The Second Party acknowledges without reservation that the First Party is the Registered Proprietor and prior adopter/user of the trademark 'Venus' and its formatives in respect of various goods and services falling under Classes 7, 9, 11, 21 and 35 of the schedule of the Indian Trade Marks Act, 1999.*

2. *The Second Party agrees and undertakes not to use nor seek registration for the trademark 'Venus' in any manner, whatsoever, directly or indirectly including as a trading style for their business or goods or services, except other than for Air coolers, Fans, Room Heaters, Immersion heaters and Heating elements used only for Room heaters and immersion heaters, as permitted under this Agreement.*

3. *It is specifically clarified that the Second Party shall use the Trademark 'Venus' or any mark bearing the trademark VENUS in any manner whatsoever only for the following products('Goods'):*

- a. *Air coolers*
- b. *Fans*
- c. *Room Heaters*
- d. *Immersion heaters*
- e. *Heating elements (used for room heaters and immersion heaters only).*

4. *The Second Party further agrees that it shall use the Trademark 'Venus' only for the Goods within the following areas ('Territories') only:*

- a. *State of Uttarakhand*
- b. *Following Districts of Uttar Pradesh: Meerut, Hapur, Saharanpur, Muzaffarnagar, Shamli, Bijnor, Amroha, Moradabad and Rampur.*



5. *Notwithstanding anything contained herein, the First Party shall have the Right to use or seek registration for the VENUS Trademark in any manner whatsoever without limitation to any goods or services or territory, including Territories, in which the Second Party has been allowed to use the Trademark 'Venus'. The Second Party has no objection to the above use by the First Party.*

6. *The Second Party undertakes and agrees to withdraw all pending applications for the registration of the Trademark 'Venus' in classes 7, 9, 11, and 21 or in any other class that maybe pending or registered before the Trademarks Office applied for goods or services other than the Goods such as Air coolers, Fans, Room Heaters, Immersion heaters and Heating elements used only for Room heaters and Immersion heaters. A detailed list of these applications has been included in **Annexure B** The Second Party agrees to carry out amendments in its Opposed application no. 578790 to alter the specification in the said application to reflect only the Goods as defined herein.*

7. *The Second Party can seek registration of the Trademark 'Venus' in terms of this Agreement, only for Goods as defined in Clause 3 of this Agreement. Further while seeking such registration, the Second Party shall include an additional information in the Applications, that the use of the VENUS Trademark is confined to the Territories as defined in Clause 4 of this Agreement.*

8. *The Second Party shall confine its use and registration of the VENUS Trademark only for the Territories defined in this Agreement. The Second Party shall be bound to comply with this Agreement and assures the First Party, that at no point in time in the future will they, or their successors, affiliated concerns, expand the use of the Trademark 'Venus' both as a trademark or a trading style in any other territory in India/World or in respect of any other goods except for Goods as defined in Clause 3 this Agreement and in Territory as defined in Clause 4 of this Agreement.*

9. *The First Party agrees not to oppose any application, as mentioned in the preceding paragraphs, if filed by the Second Party before the Trademark Registry, India, when such application is accordance with the terms of the Agreement.*

10. *The Second Party agrees to suffer a decree in the suit pending before the District Court, Tis Hazari as Venus Home Appliances vs Amrish Agarwal (TM No. 1111 of 2016) in terms of this Agreement. It is specifically agreed that the present suit may*



be disposed of in terms of this Agreement, and this Agreement be made a part and parcel of the decree against the Second Party.

11. The Parties agree that upon execution of this Agreement, and subject to the Parties' performance of all obligations and compliance with the terms of this Agreement, all pending disputes, inter se the parties, whether in court or in administrative proceedings, shall be withdrawn by the initiating Party within 30 days from date of execution of this agreement. A list of the disputes is set forth in ANNEXURE A. It is however clarified that:

A. The Suit No. TM No. 1111 of 2016 maybe disposed off in terms of this

Agreement whereby the Second Party agrees to suffer a decree.

B. Opposed application no.647462 in the name of the Second Party shall automatically be withdrawn by the Second Party

C. Opposition against application no.578790 in the name of Second party, shall be withdrawn by the First Party, only upon the Second Party carrying out the amendment as stated in Clause 6 of this Agreement

D. The Suit No. 03 of 2019 (pending before the Muzaffarnagar District

Court) shall be withdrawn by the second party in terms of this agreement.

E. Rectification Petition being no.C.O. (comm) IPD-TM No. 258 of 2022 (pending before the Delhi High Court) shall be withdrawn by the second party in terms of this agreement.

F. Rectification Petition being no. (T) OP(TM) No. 416 of 2023 (pending before the Madras High Court) shall be withdrawn by the second party in terms of this agreement.”

4. The settlement agreement shall form part of this order and the parties thereto shall remain bound by the terms of settlement.

JYOTI SINGH, J

MARCH 17, 2025/shivam