

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMPIP / CIVIL SUIT / TRADEMARK SUIT NO: ____ OF 2022

SUIT FOR INFRINGEMENT OF TRADEMARK AND PASSING OFF

Name and Address of the Plaintiff Plaintiff

Vs.

Name and Address of the Defendant Defendant

CONSENT TERMS

1. The Defendant, with a view to avoid unnecessary litigation between the parties, hereby unconditionally acknowledges that the Plaintiff is the proprietor / owner of the trademarks [*Specify Trademark*] and/or the Registered Marks as referred to in the Plaint.

2. The Defendant agrees with the Plaintiff and undertakes to this Hon'ble Court that the Defendants shall not in any manner use or cause to be used, including in relation to any products, the mark [*Specify Trademark*] or any other mark/label which is identical with or similar to or comprises of or infringes the Plaintiff's marks [*Specify Trademark*] Registered Marks as referred to in the Plaint.

3. The Defendant agrees with the Plaintiff and undertakes to this Hon'ble Court that the Defendants shall destroy the packaging material in respect of the existing stock of the Impugned Products with a view to comply with the undertakings given in the clauses above with respect to the Impugned Products as set out in the Plaint, including those bearing the impugned marks [*Specify Trademark*] within 2 (two) months from the date of execution of these consent terms. A detailed size wise inventory/stock statement of the existing stock (including unfinished or empty containers) of the Impugned Products is

annexed hereto and marked as Annexure "A" ("Existing Stock"). The Defendant agrees with the Plaintiff and undertakes to the Hon'ble Court that they shall not, henceforth, in any manner, deal in or use or put to market or circulate or sell or offer to sell any of the Impugned Products or any similar goods or any other goods bearing any of the impugned marks [*Specify Trademark*] or any other mark/label which is identical with or similar to or comprises of or infringes the Plaintiff's marks [*Specify Trademark*] Registered Marks.

4. The Defendant confirms and undertakes to this Hon'ble Court that they have not filed any trademark/copyright application, do not have any trademark/copyright registration and shall not make any application seeking registration for any mark/work comprising of [*Specify Trademark*] or any mark/work identical with or similar to or comprising of the Plaintiff's marks [*Specify Trademark*] Registered Marks. Applications, if any that may have been made shall be withdrawn forthwith and a copy of such withdrawal request duly acknowledged by the relevant Trade Mark Registry/Copyright Office shall be furnished to the Plaintiff immediately thereafter.

5. The Defendant agrees with the Plaintiff and undertakes to this Hon'ble Court that the Defendant shall not at any time object to and/or oppose or seek rectification of any trademark or copyright application made / registration obtained by the Plaintiff for the marks [*Specify Trademark*] Registered Marks and/or any other trade mark or copyright work containing the above as a part thereof and that it shall not otherwise challenge or object to the use, registration or declaration of ownership pertaining to the said trademarks and/or copyrights by the Plaintiff.

6. In view of the aforesaid, the Plaintiff waives its claim for damages in the present suit and costs as claimed in the Legal notice dated [*Date*], issued by the Plaintiff to the Defendant.

7. The Parties agree that the present suit be disposed off in terms of the present consent terms.

Dated this _____ day _____ month, 2022

Signature Plaintiff

Signature Defendant