



PIPL



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To  
United States Patent & Trademark Office  
Trademark Trial and Appeal Board  
P.O. Box no. 1451  
Alexandria, VA 22313-1451

In Re: Cancellation No. 92050054  
Cancellation No. 92050064

# 78906524

Pachranga International Private Ltd. V/s Pachranga Syndicate Pvt. Ltd.

Subject: Reply to Show Cause notice dated October 11 , 2011

**Attn: Janice D. Hyman , Paralegal Specialist**

The petitioner prays that the present proceedings may kindly be noted as withdrawn , as the parties have entered into a mutual settlement by way of MEMORANDUM OF SETTLEMENT executed on 3rd October, 2011. True Copy of the same is enclosed as Enclosure-A.

It is therefore prayed that the present proceedings be closed .

Signed

Director

Pachranga International Pvt. Ltd.



11-10-2011



हरियाणा HARYANA

A 841823

Memorandum of Settlement

This Memorandum of Settlement with respect to Trade Mark/Label/Device of PACHRANGA (word mark), PACHRANGA PIP, PACHRANGA INTERNATIONAL PIP (Label), PACHRANGA FARM FRESH (Logo) in U.K., U.S.A. and Canada only whether in, combination or individually filed and commonly referred as PACHRANGA Label/Design for the sake of brevity herein after.

The present Memorandum of Settlement will cover the following party:-

M/s Pachranga Syndicate Pvt. Ltd.

&

M/s Pachranga International (Chander Group)

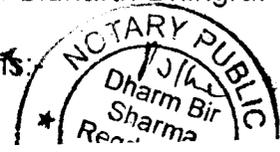
and its affiliates firms collectively referred as first party and headed/represented by Mr. Chander Mohan Dhingra, Mr. Rajesh Dhingra and Mr. Amit Kumar Dhingra.

&

M/s Pachranga International Pvt. Ltd.

and its affiliate firms collectively referred as second party headed/represented by Mr. Rajinder Dhingra and Mr. Sidharth Dhingra.

Both the groups have arrived upon the following terms.





## हरियाणा HARYANA

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1. The first party has filed Trade Mark application for registration of PACHRANGA Label and Design in U.S.A., Canada and U.K. (as referred herein above) , as per the details mentioned in Schedule – A ( also signed by the authorized signatories of both the parties )
2. The second party has also filed Trade Mark application for PACHRANGA Label and Design in U.S.A., Canada and U.K. (as referred herein above) , as per the details mentioned in Schedule – B ( also signed by the authorized signatories of both the parties )
3. Both the parties have opposed application for registration of Trade Mark filed by each others & such oppositions are pending at different stages before the respective authorities.
4. During the pendency of such applications & oppositions, the parties have at this stage reconciled the situation & have agreed for co-existence with respect to the Trade marks, as per their respective labels only with respect to the countries, as referred above & have also agreed to continue using the said trade marks/labels in their respective packaging(s) , in the manner as have been continuously used by both the parties concurrently since past years.
5. In view of the above understanding , both the parties have agreed to withdraw their respective oppositions against each other's application and agree that they will not hinder the registration of each others applications as already filed.. It is specifically agreed that after the withdrawal of opposition , the grant of registration in favour of either party shall not entitle the registered proprietor to

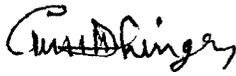
*Aminder Singh*

*Sharma B.*



interfere in the use of the opponent/or the other party nor shall the said registration be a ground for refusal of registration to the other party's registration & a No objection in this regard whenever required shall be given by the other party.

6. That none of the party referred hereinabove will attempt to interfere with the use of the other party in terms of clause 4 above , in the respective countries in present or in future .
7. This settlement of understanding is without prejudice to the respective contentions of the parties & will not affect the proceedings pending in Indian courts inclusive of the proceedings before the Hon`ble High Court of Delhi , where parties will proceed as per the law even against themselves or against some independent party collectively or individually . It is further mutually agreed that the final decision of Hon`ble High Court of Delhi rendered in regard to the use of the trade mark shall be honored even in the countries referred above , so that the use of the trade mark in the said countries pursuant to the final decision of the Hon`ble High Court is not inconsistent with the decision .

Signed   
Pachranga Syndicate Pvt. Ltd.  
&  
M/s Pachranga International  
(Chander Group)

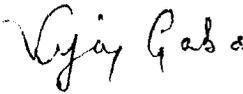
  
Signed  
M/s Pachranga International  
Pvt. Ltd.

Dated this 03 day of October, 2011.

Place: Panipat (India)

Witnesses:

1)   
K.L. Grover s/o Sh. Ash Mend  
96 Mehru Nagar Panipat

2)   
Vijay Gaba s/o Sh. Late Lal  
660-R Model Town



Attested to be true copy

  
Anand Kinger