



FEDERATION OF THE SWISS WATCH  
INDUSTRY FH,  
Opposer,

-versus-

SWISS WATCH INTERNATIONAL, INC.,  
Respondent- Applicant.

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IPC No. 14-2012-00293  
Opposition to:  
Appln. Serial No. 4-2012-002226  
Date Filed: 23 February 2012  
TM: "SWISS LEGEND"

**NOTICE OF DECISION**

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**GREETINGS:**

Please be informed that Decision No. 2014 - 112 dated April 15, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, April 15, 2014.

For the Director:

  
**Atty. EDWIN DANILO A. DATING**  
Director III  
Bureau of Legal Affairs



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Date Filed: 23 February 2012  
  
Trademark: SWISS LEGEND  
  
Decision No. 2014 - 112

### DECISION BASED ON COMPROMISE AGREEMENT

FEDERATION OF THE SWISS WATCH INDUSTRY FH (“Opposer”), filed on 28 August 2012 an opposition to Trademark Application Serial No. 4-2012-002226. The opposition is anchored on Sec. 123.1 (a) and (g) of Rep. Act No. 8293, also known as the Intellectual Property Code of the Philippines.

On 18 December 2012, SWISS WATCH INTERNATIONAL, INC. (“Respondent-Applicant”), filed its Answer to the opposition refuting the Opposer's allegations.

In compliance to Office Order No. 154, s. 2010 (“Rules of Procedure for IPO Mediation Proceedings”) and Office Order No. 197, s. 2010 (“Mechanics for IPO Mediation and Settlement Period”), this Bureau issued on 10 January 2013 Order No. 2013-018 referring the case to mediation.

On 02 April 2014, the parties filed a Joint Manifestation/Motion for Judgment Based on Compromise Agreement praying that this Honorable Office render judgment in accordance with the attached Compromise Agreement, the pertinent portion of which reads:

“WHEREAS, after seriously considering that protracted litigation is not beneficial to their respective interests, the Parties have mutually decided to amicably settle, with finality, Inter Partes Case No. 14-2012-00293 entitled ‘Federation of the Swiss Watch Industry FH v. Swiss Watch International, Inc.’ under the terms and conditions hereinafter set forth:

“1. SWI shall amend its application for registration of the mark ‘SWISS LEGEND’ bearing Application No. 4-2012-002226 in respect to the goods covered, to read as follows:

‘Horological and chronometric instruments, namely: watches,

clocks and timepieces, all of which are of Swiss origin in accordance with Swiss law; watch winders; jewellery; precious stones; boxes and cases for the aforesaid goods; parts, fittings and accessories for the aforesaid goods.'

"2. In consideration of the foregoing undertaking of SWI, THE FEDERATION hereby withdraws its Opposition in Inter Partes Case No. 14-2012-00293. For this purpose, the parties shall, simultaneously with this Agreement, sign and execute a Joint Manifestation and Motion to Dismiss the said Inter Partes Case No. 14-2013-00293;

"3. The Parties agree that each shall shoulder their respective expenses, attorney's fees, and costs incurred in relation to the opposition case and the completion of this Agreement;

"4. The Parties mutually acknowledge and agree: That-

a. This Agreement is entered into solely for the purpose of amicably resolving and causing the dismissal of Inter Partes Case No. 14-2012-00293, Re: Opposition to 'SWISS LEGEND' Application No. 4-2012-002226. It shall not be used nor cited in any other forum or proceeding, whether in the Philippines or any other country;

b. Nothing herein shall be construed in any manner as an admission of liability or fault on the part of either Party. Neither shall this Agreement supersede, repeal, modify or amend any prior agreements entered into between the principal parties in respect to the use of the word 'SWISS'. The parties confirm and acknowledge that such prior agreements continue to be valid, binding and enforceable between the principal parties;

"5. This Agreement shall enter into force when the same has been executed by both Parties and shall continue in full force and effect until terminated by a subsequent agreement of the Parties;

"6. This Agreement shall be binding upon and inure to the benefit of the Parties, their related companies, and their respective successors and assigns;

"7. If any clause or part of a clause of this Agreement shall be, or is found by any authority or court of competent jurisdiction to be, invalid or illegal or unenforceable such invalidity, illegality, or unenforceability shall not affect other clauses or part of such clauses of this agreement, which shall remain in full force and effect;

"8. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and may be amended, varied, or modified only by a written document executed by the Parties; and

"9. This Agreement shall be construed and enforced in accordance with the applicable laws of the Philippines".

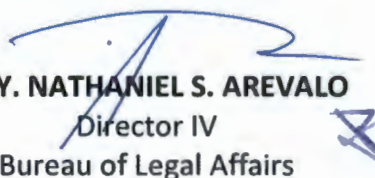
This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

Accordingly, an approved Compromise Agreement shall have the effect of a decision or judgment on the case and shall be enforced accordingly in accordance with the pertinent rules of IPO and the Rules of Court (Sec. 5, Office Order No. 154, s. 2010).

**WHEREFORE**, premises considered, the parties' Joint Manifestation/Motion for Judgment Based on Compromise Agreement is hereby **APPROVED**. Accordingly, the instant opposition case is hereby **DISMISSED**. Let the filewrapper of Trademark Application Serial No. 4-2012-002226 be returned, together with a copy of this Order to the Bureau of Trademarks (BOT) for information and appropriate action.

**SO ORDERED.**

Taguig City, 15 April 2014.

  
**ATTY. NATHANIEL S. AREVALO**  
Director IV  
Bureau of Legal Affairs

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