



INTERNATIONAL CONTAINER TERMINAL SERVICES, INC.,  
 Opposer,  
 -versus-  
 SAN VICENTE TERMINAL & BROKERAGE SERVICES,  
 Respondent-Applicant.  
 X-----X

IPC No. 14-2012-00031  
 Opposition to:  
 Appln. Serial No.4-2011-740183  
 Filing Date: 26 September 2011  
 TM: "DAVAO INTERNATIONAL CONTAINER TERMINAL & LOGO"

**NOTICE OF DECISION**

**PICAZO BUYCO TAN FIDER & SANTOS**  
 Counsel for the Opposer  
 17<sup>th</sup> to 19<sup>th</sup> Floors, Liberty Center  
 104 H.V. dela Costa Street, Salcedo Village  
 1227 Makati City

**Atty. ALAN ROY C. LOPEZ**  
**ANFLO MANAGEMENT & INVESTMENT CORPORATION**  
 Counsel for Respondent-Applicant  
 ANFLOCOR Corporate Center  
 JP Laurel Avenue, Damosa-Lanang  
 8000 Davao City

**GREETINGS:**

Please be informed that Decision No. 2012 - 151 dated August 17, 2012 ( copy enclosed) was promulgated in the above entitled case.

Taguig City, August 17, 2012.

For the Director:

*Catherine Socorro O. Estrada*  
**Atty. CATHERINE SOCORRO O. ESTRADA**  
 Hearing Officer, Bureau of Legal Affairs

**CERTIFIED TRUE COPY**

*Marilyn F. Retutal*  
**MARILYN F. RETUTAL**



**INTERNATIONAL CONTAINER TERMINAL }  
SERVICES, INC., }**

*Opposer,*

-versus-

**SAN VICENTE TERMINAL & }  
BROKERAGE SERVICES, }**

*Respondent.*

X-----X

**IPC No. 14-2012-00031**

Opposition to:

Case Filed : 18 January 2012

Appln. No. 4-2011-740183

Date Filed : 26 September 2011

**TM: "DAVAO INTERNATIONAL }  
CONTAINER TERMINAL & LOGO" }**

**Decision No. 2012- 157**

**DECISION BASED ON }  
COMPROMISE AGREEMENT }**

**INTERNATIONAL CONTAINER TERMINAL SERVICES, INC.,** ("Opposer"), filed on 18 January 2012 an opposition to Trademark Application Serial No. 4-2011-740183. The application filed by **SAN VICENTE TERMINAL & BROKERAGE SERVICES** ("Respondent-Applicant"), covers the mark "**DAVAO INTERNATIONAL CONTAINER TERMINAL & LOGO**" for use on goods under Class 39. The opposition is anchored on Sections 123.1 (d), (e) and (f) of R.A. 8293 otherwise known as the Intellectual Property Code of the Philippines.

This Bureau issued a Notice to Answer dated 27 January 2012 and served upon a copy thereof to Respondent-Applicant on 03 February 2012. The Respondent-Applicant filed its Answer on 08 March 2012.

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 Settlement Period*"), this Bureau issued on 19 March 2012 Order No. 2012-70 referring the case to mediation.

On 07 June 2012 the ADR Services of this Bureau submitted a Mediation Report indicating a settlement by the parties' of the case. Attached to the report is the parties' COMPROMISE AGREEMENT, the pertinent portions of which read, as follows;

1. Immediately after the execution of this COMPROMISE AGREEMENT, both parties shall file a "JOINT MOTION FOR THE APPROVAL OF THE COMPROMISE AGREEMENT AND TO RENDER JUDGMENT BASED ON THE COMPROMISE AGREEMENT," in the above-entitled case.

2. Defendant-Applicant submits the changes in style and color in its mark the "DICT" with the following amendments:

- a. The OUTER BOX and the INNER BOX are omitted;
- b. The quay crane is omitted;
- c. The words "DAVAO INTERNATIONAL CONTAINER TERMINAL" is omitted;
- d. The small letter "i" in the acronym "DiCT" is changed to CAPITAL LETTER "I", thus the amended acronym "DICT";
- e. The dominant color is changed from "BLUE" to "GREEN";
- f. The acronym "DICT" is painted in entire green color;
- g. The amended mark used the intermodal container as its background;
- h. The amended mark incorporated the ANFLACOR hexagon "A" logo. ANFLACOR being the parent company of defendant-applicant "SANTERBRO";

Hence, a comparison:

**BEFORE THE AMENDMENT**



**AFTER THE AMENDMENT**



3. Herein Plaintiff-Opposer accepts, acquiescence's and affirms the foregoing amendments by the Defendant-Applicant to its (defendant-applicant) trademark and logo application.

4. Herein Plaintiff-Opposer shall withdraw its opposition to the application for registration of the afore-said trade name & logo of the Defendant-Applicant upon compliance by the Defendant-Applicant with and the performance of its obligation under this COMPROMISE AGREEMENT.

5. The parties hereby bind themselves to execute whatever, papers, documents and effects, in order to effect this COMPROMISE AGREEMENT.

6. The parties hereby bind themselves to faithfully and in good faith comply with the terms and conditions of this COMPROMISE AGREEMENT, and in furtherance thereof, they have mutually waived, relinquished, abandoned and renounced, whatever claim or counterclaim which they may have against each other, and shall forever hold free of any liability to any person or entity arising out of or connected with the above-entitled case, subject to the compliance by the parties with and the performance of all their respective obligations under this COMPROMISE AGREEMENT.

7. This COMPROMISE AGREEMENT and its compliance therewith shall be made the basis for the judgment in the above-entitled case.

8. This COMPROMISE AGREEMENT has been explained to both parties by their respective Notary Public in a language, which they understood, and they subscribed it in the presence of two witnesses, for acknowledgement.

9. The parties hereby declare that no coercion, threat, force, intimidation, violence or fraud is exerted or employed by one party to another in the execution of this COMPROMISE AGREEMENT.

This Bureau evaluated the COMPROMISE & COEXISTENCE 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.<sup>1</sup>

**WHEREFORE**, premises considered, the parties' COMPROMISE & COEXISTENCE AGREEMENT is hereby **APPROVED**. Accordingly, the Compromise & Coexistence Agreement having the force and effect of a decision or judgment, the parties are hereby enjoined to comply with the terms and conditions set forth therein. Let the filer wrapper of Trademark Application Serial No. 4-2011-740183 be returned, together

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<sup>1</sup> Office Order No. 154 Series of 2010

with a copy of this Decision, to the Bureau of Trademarks (BOT) for information and appropriate action.

**SO ORDERED.**

Taguig City, 17 August 2012.

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

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