



QUALIFIRST, INC.,
Opposer,

-versus-

POLPHARMA,
Respondent-Applicant.

X-----X

} IPC No. 14-2012-00008
}
} Opposition to:
} Appln. Serial No. 4-2011-009469
} Date Filed: 10 August 2011
} Trademark: "CIPRONEX"
}
}
}
}

NOTICE OF DECISION

OCHAVE AND ESCALONA
Counsel for the Opposer
66 United Street
Mandaluyong City

ATTY. FERDINAND S. CRUZ
Counsel for Respondent-Applicant
No. 100-D, Caimito Road
Barangay 80, Zone 7
Caloocan City

GREETINGS:

Please be informed that Decision No. 2012 – 186 dated September 28, 2012 (copy enclosed) was promulgated in the above entitled case.

Taguig City, September 28, 2012.

For the Director:

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



QUALIFIRST, INC.,
Opposer,

IPC No. 14-2012-00008
Case Filed: 03 February 2012

-versus-

Opposition to:
Appln. Serial No. : 4-2011-009469
Date Filed: 10 August 2011

POLPHARMA,
Respondent.

TM: "CIPRONEX"

x-----x

Decision No. 2012- 186

**DECISION BASED ON
COMPROMISED AGREEMENT**

QUALIFIRST, INC., ("Opposer") filed on 03 February 2012 an opposition to Trademark Application Serial No. 4-2011-009469. The application filed by POLPHARMA ("Respondent-Applicant") covers the mark "CIPRONEX" for use on goods under Class 05.

This Bureau issued a Notice to Answer dated 09 February 2012 and served a copy thereof upon the Respondent-Applicant on 13 February 2012. The Respondent-Applicant filed his Answer on 15 May 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 and Settlement Period"*), this Bureau issued on 11 June 2012 Order No. 2012-124 referring the case to mediation.

On 30 August 2012, this Bureau received a "MEDIATOR'S REPORT" indicating the successful mediation of the instant case. Attached to the report is the parties' "COMPROMISE AGREEMENT" submitted to this Bureau for approval. The Agreement states, among other things:

"WHEREAS, in order to end a protracted litigation concerning the aforementioned Opposition Proceedings, the herein parties, by virtue of this Agreement, containing provisions which are not contrary to law, morals, good custom and public order, have agreed to settle their respective claims and differences as follows, to wit:

1st. That the **SECOND PARTY/APPLICANT** recognizes the lawful right of the **FIRST PARTY/OPPOSER** as owner of the trademark "CIPRON";

2nd. That the **FIRST PARTY/OPPOSER** hereto tacitly agree for the registration of the trademark "Cipronex" of the **SECOND PARTY/APPLICANT** before the Intellectual Property Office as well as in any other agencies of the Philippine Government subject to the condition that in registering the same, the **SECOND PARTY/APPLICANT** shall include its corporate name "POLPHARMA" in its trademark "Cipronex";

3rd. That the **FIRST PARTY/OPPOSER** shall recognize the right of the **SECOND PARTY/APPLICANT** over its trademark "**Cipronex**" containing its corporate name "**POLPHARMA**";

4th. That the **FIRST PARTY/OPPOSER** shall not directly or indirectly initiate and/or file any other opposition/actions in any other tribunal, agencies and/or courts of justice involving the trademark ("**CIPORONEX Polpharma**"; "**Cipronex Polpharma**"; "**CIPRONEX Polpharma**"; "**Cipronex Polpharma**"; and/or in any style containing the two words) of the **SECOND PARTY/APPLICANT**;

5th. That the **SECOND PARTY/APPLICANT** shall pay the incidental amount of filing fees/expenses incurred by the **FIRST PARTY/OPPOSER**;

6th. That it is hereby agreed by both parties that the aforementioned Opposition Proceedings docketed as IPC No. 14-2012-00008, pending before the Bureau of Legal Affairs, Intellectual Property Office, World Finance Plaza, 28 Upper McKinley Hill, Taguig City, shall be decided based on the foregoing Compromise Agreement;

7th. That it has been agreed by the herein parties that they will faithfully abide/comply with all the provisions contained in the foregoing Compromise Agreement;

8th. That it is further understood that any party who violated any provisions of this Compromise Agreement shall be liable to pay damages to the aggrieved party."

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.¹

WHEREFORE, premises considered, the parties' **COMPROMISE AGREEMENT** is hereby **APPROVED**. Accordingly, the Compromise 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 filewrapper of Trademark Application Serial No. 4-2011-009469 be returned, together with a copy of this Decision, to the Bureau of Trademarks (BOT) for information and appropriate action.

SO ORDERED.

Taguig City, 28 September 2012.


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

/joanne

¹ Sec. 5, Office Order No. 154 Series of 2010