



STA. ELENA PROPERTIES, INC.,
Opposer,

-versus-

MESALAND DEVELOPMENT COMPANY, INC.,
Respondent-Applicant.

X-----X

} IPC No. 14-2011-00388
} Opposition to:
} Appln. Serial No. 4-2011-003465
} Date filed: 03 March 2011
} TM: "STA. ELENA & DEVICE"

NOTICE OF DECISION

Atty. JOWEL T. CLOMA
Counsel for Opposer
c/o Sta. Elena Properties, Inc.
21st Floor, The Enterprise Center Tower II
6766 Ayala Avenue cor. Paseo de Roxas
Makati City

**ROXAS DE LOS REYES LAUREL
ROSARIO & LEAGOGO**
Counsel for Respondent-Applicant
19/F BDO Plaza, 8737 Paseo de Roxas
Makati City

GREETINGS:

Please be informed that Decision No. 2012 - 85 dated May 07, 2012 (copy enclosed) was promulgated in the above entitled case.

Taguig City, May 07, 2012.

For the Director:

[Signature]
Atty. ADORACION U. ZARE
Hearing Officer, BLA

CERTIFIED TRUE COPY
[Signature]
SHARON S. ALQUANTARA
Records Officer II
Bureau of Legal Affairs, IPO



STA. ELENA PROPERTIES, INC.,	}	IPC NO. 14-2011-00388
<i>Opposer</i>	}	Opposition to :
	}	
versus-	}	Appln. Ser. No. 4-2011-003465
	}	Date Filed:03 Mar. 2011
MESALAND DEVELOPMENT	}	TM : "STA. ELENA & DEVICE"
COMPANY, INC.,	}	
<i>Respondent-Applicant</i>	}	
x-----x	x	Decision No. 2012- 85

**DECISION BASED ON
COMPROMISE AGREEMENT**

STA. ELENA PROPERTIES, INC., ("Opposer") filed on 09 August 2011 an Opposition to Application No. 4-2011-003465. This Bureau issued a Notice to Answer dated 28 March 2011 and served upon a copy thereof to MESALAND DEVELOPMENT COMPANY, INC., ("Respondent-Applicant") on 21 September 2011. The Respondent-Applicant filed its Answer on 25 October 2011.

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 23 November 2011 Order No. 2011-323 referring the case to mediation.

On 28 March 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. SEPI shall cause the immediate withdrawal of its Opposition to the registration of MESALAND'S trademark "Sta. Elena and device". SEPI affirms that it has no objection to and does not oppose the registration of MESALAND'S trademark "Sta. Elena and device".

"2. MESALAND also acknowledges and affirms that it will not object to and will not/does not oppose the registration of SEPI's trademark "Sta. Elena and device".

"3. The Parties endeavor to protect the exclusive use of the trademark "Sta. Elena" such that only those affiliated and/or directly associated with the Quiros Family and/or Sta. Elena Properties, Inc., including the Quiros family's joint venture with Vista Land, and/or Sta. Elena Properties, Inc., may be allowed to use the name "Sta. Elena".

"4. The foregoing compromise agreement is understood to be a complete settlement of disputes between the parties concerning the above matters. 

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. 4-2011-003465 be returned, together with a copy of this Order to the Bureau of Trademarks (BOT) for information and appropriate action.

SO ORDERED.

Taguig City, 07 May 2012.


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

¹ Office Order No. 154 Series of 2010