



**WILSON DY GO and REFRESHMENT
REPUBLIC (RRI), INC.,**
Complainants,

-versus-

HARVEY PHIL. LIMITED COMPANY,
Respondent.

IPV No. 10-2013-00020

For: Infringement of Industrial
Design Registration, Damages
and Preliminary Injunction

X-----X

NOTICE OF DECISION

SIOSON SIOSON & ASSOCIATES

Counsel for the Complainants
Unit 903 AIC-BURGUNDY EMPIRE TOWER
ADB Avenue corner Garnet & Sapphire Roads
Ortigas Center, Pasig City

HECHANOVA BUGAY & VILCHEZ

Counsel for Respondent
G/F Chemphil Building
851 Antonio Arnaiz Avenue
Makati City

GREETINGS:

Please be informed that Decision No. 2013 - 12 dated October 17, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, October 17, 2013.

For the Director:

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



**WILSON DY GO and REFRESHMENT
REPUBLIC (RRI), INC.,**
Complainants,

-versus-

HARVEY PHILS. LIMITED COMPANY,
Respondent.

IPV No. 10-2013-00020
For: Infringement of Industrial
Design, Damages and
Preliminary Injunction

X-----X

Decision No. 2013- 12

**DECISION BASED ON
COMPROMISE AGREEMENT**

WILSON DY GO and REFRESHMENT REPUBLIC (RRI), INC., ("Complainants"), filed on 17 July 2013, a complaint against **HARVEY PHILS. LIMITED COMPANY** ("Respondent") for alleged infringement of industrial design, damages and preliminary injunction. The Complainants assail the Respondent's alleged illegal acts of manufacturing, selling and distributing its energy drink/smart energy drink contained in juice containers which are similar to the Juice Container protected by Industrial Design No. 3-2011-000526.

On 06 September 2013, the Respondent filed its Answer refuting the material allegations of the Complainants.

During the scheduled Pre-Trial Conference on 08 October 2013, a Joint Motion to Approve Compromise Agreement duly signed by the parties was submitted for the approval of this Bureau. The pertinent portion of the Joint Motion to Approve Compromise Agreement reads as follows:

"NOW, THEREFORE, the Parties have agreed , by way of Compromise Agreement, as follows:

"1. Respondent HARVEY PHILS. LIMITED COMPANY hereby recognizes the due issuance and validity of Industrial Design Registration No. 3-2001-00526 for LIQUID PACKAGING issued in favor of Wilson Dy Go on 23 April 2012 by the Bureau of Patents, Intellectual Property Office and commercially being used by complainant Refreshment Republic Inc. in its fruit juice/ fruit juice drink business.

"2. Respondent hereby acknowledges that it has used in its energy juice drink "DRAGON" liquid packaging substantially similar to the liquid packaging covered by complainant Wilson Dy Go's Industrial Design

Registration No. 3-2001-00526, **having relied entirely and in good faith on its supplier of said packaging.**

"3. Respondent acknowledges that it has already about 400,000 pieces of "DRAGON" energy juice drink in the market, which Complainants agree will not be pulled out from the market but will be sold until supplies last.

"4. Thereafter, Respondent undertakes not to use liquid packagings identical or substantially similar to the Liquid Packaging registered in the name of complainant Wilson Dy Go under Industrial Design Registration No. 3-2001-00526 and commercially being used by complainant Refreshment Republic Inc. in its fruit juice/drink business. As proof of this undertaking and commitment, it hereby undertakes the publication in the Philippine Daily Inquirer and one Chinese newspaper at its own expense of the enclosed Notice to the Public.

"5. Respondent undertakes to pay the attorney's fees of Complainants' counsel, as well as the Php 22,018.00 filing fees for the instant case. In turn, complainants Wilson Dy Go and Refreshment Republic Inc. hereby waive all other claims for damages against Respondent as alleged in their complaint.

"6. The Parties hereby bind themselves to observe and comply with the foregoing Compromise Agreement in utmost good faith.

This Bureau finds that the Joint Motion to Approve Compromise Agreement has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good custom, public order or public policy.

WHEREFORE, premises considered, the parties' Joint Motion to Approve Compromise Agreement is hereby **APPROVED**. Accordingly, with the approved Joint Motion to Approve Compromise Agreement having the force and effect of a decision or judgment, the parties are enjoined to faithfully comply with the terms set forth therein.

SO ORDERED.

Taguig City, 17 October 2013.


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

Copy furnished:

SIOSON SIOSON & ASSOCIATES

Counsel for the Complainants
Unit 903 AIC-BURGUNDY EMPIRE TOWER
ADB Avenue corner Garnet & Sapphire Roads
ORtigas Center, Pasig

HECHANOVA BUGAY & VILCHEZ

Counsel for Respondent
G?F Chemphil Building
851 Antonio Arnaiz Avenue