



ONSITE OUTWARD EXPEDITION LTD.,
CO.,

Complainant.

-versus-

CEBU HELMET DIVING SHOP
CORPORATION,

Respondent.

}
} IPV No. 10-2012-00017
}

}
} For: INFRINGEMENT OF
} UTILITY MODEL, INJUNCTION
} AND DAMAGES
}

X-----X

NOTICE OF DECISION

MARK ANTHONY S. PRIETO

Counsel for the Complainant
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**REDULA SANCHEZ MONTEALEGRE BAUZON
BRAGAT MENDOZA & DANLAG-LUIG LAW OFFICES**

Counsel for Respondent
Room 304, C & F Ramirez Building
SB Cabahug St., Ibabao
Mandaue City

GREETINGS:

Please be informed that Decision No. 2014 - D6 dated November 25, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, November 25, 2014.

For the Director:

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



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IPV NO. 10-2012-00017

For : Infringement of Utility Model, Injunction and Damages

Decision No. 2014- 06

**DECISION BASED ON
 COMPROMISE AGREEMENT**

ONSITE OUTWARD EXPEDITION LTD. CO., (“Complainant”) filed on 28 August 2012, a complaint against CEBU HELMET DIVING SHOP CORPORATION (“Respondent”) for alleged Infringement of Utility Model. The Complainant assails the Respondent's alleged unauthorized reproduction and use of a diving helmet that infringe on Complainant's UM 289 and ID 491.

This Bureau issued a Notice to Answer and served a copy thereof to Respondent on 18 September 2012. The Respondent filed its Answer on 12 November 2012 refuting the material allegations of the Complainant.

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 28 November 2012 Order No. 2012-218 referring the case to mediation.

On 20 June 2013, the ADR Services of this Bureau submitted a Mediation Report indicating the unsuccessful mediation of the instant case.

However, on 11 November 2014, the parties filed a COMPROMISE AGREEMENT, the pertinent portions thereof reads, as follows:

NOW THEREFORE, in consideration of the mutual covenants set forth herein the Parties agree as follows:

- “1. Onsite will not pursue the prosecution of this case, and hereby withdraws its complaint for Utility Model and Industrial Design Infringement against Cebu Helmet. Consequently, Onsite moves for the dismissal of this case.
- “2. Cebu Helmet, in return, undertakes to no longer use its diving helmets that are subject matter of this case. Cebu Helmet, likewise, will not pursue its counterclaim against Onsite in this case, and hereby joins Onsite's motion to have this case dismissed.

"3. The Parties have read this Compromise Agreement and after consulting with and seeking their respective counsel's advice, execute this compromise agreement willingly, voluntarily, and with full knowledge of their rights and obligations hereunder."

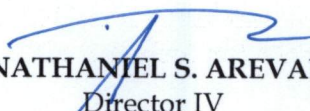
This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

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, with the approved 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, 25 November 2014.


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

/vanj_GSB

¹ Office Order No. 154 Series of 2010.