



GEA GROUP AKTIENGESELLSCHAFT,
Opposer,

-versus-

D.B. INTERNATIONAL SALES AND
SERVICES INC.,
Respondent-Applicant.

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}
} IPC No. 14-2011-00483
} Opposition to:
} Appln. Serial No. 4-2011-003412
} Date Filed: 25 March 2011
} TM: "GA AND DEVICE"
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}

NOTICE OF DECISION

CESAR C. CRUZ AND PARTNERS LAW OFFICES

Counsel for Opposer
3001 Ayala Life-FGU Center
6811 Ayala Avenue, Makati City

ATTY. JULIAN T. TUTANEX

Counsel for Respondent-Applicant
12 Marwood St. Bridgestone Park Subd.
Brgy. Rosario, Pasig City

GREETINGS:

Please be informed that Decision No. 2012 – 175 dated September 18, 2012 (copy enclosed) was promulgated in the above entitled case.

Taguig City, September 18, 2012.

For the Director:


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



GEA GROUP AKTIENGESELLSCHAFT,	}	IPC No. 14-2011-00483
Opposer,	}	Opposition to:
	}	
- versus -	}	Appln. Serial No. 4-2011-003412
	}	Date Filed: 25 March 2011
D. B. INTERNATIONAL SALES AND SERVICES INC.,	}	Trademark: GA AND DEVICE
Respondent-Applicant.	}	
x-----x	x	Decision No. 2012 - <u>175</u>

**DECISION
BASED ON COMPROMISE AGREEMENT**

GEA GROUP AKTIENGESELLSCHAFT ("Opposer") filed on 27 December 2011 an opposition to Trademark Application Serial No. 4-2011-003412. The application filed by D. B. INTERNATIONAL SALES AND SERVICES INC. ("Respondent-Applicant") covers the mark **GA AND DEVICE** for use on goods under Class 11. The opposition is anchored on Sections 123.1 (d) and (f) of R.A. 8293 otherwise known as The Intellectual Property Code of the Philippines.

On 20 February 2012, the Respondent-Applicant filed its Answer refuting the material allegations of the Opposer.

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 02 March 2012 Order No. 2012-61 referring the case to mediation.

On 13 September 2012, the parties filed a Compromise Agreement. The pertinent portions of the document reads:

"NOW, THEREFORE, the Parties have agreed by way of amicable settlement, as follows:

"1. This Agreement is made as a compromise between the Parties for the complete and final settlement of their claims, counterclaims and causes of action with respect to **IPC No. 14-2011-00483** entitled **GEA GROUP AKTIENGESELLSCHAFT vs. D.B. INTERNATIONAL SALES & SERVICES, INC.** filed before the Philippine Intellectual Property Office concerning the Trademark Application of **GA & DEVICE** with Application No. 4-2011-003412 (the 'Application').

"2. The Parties desire to reach a full and final settlement of all matters arising out of claims set forth in the above-entitled case.

"3. The Respondent-Applicant acknowledges the Opposer's prior rights in trademarks, tradenames and company names which consist of or contain the element 'GEA' and/or GEA Group.

"4. The Respondent-Applicant agrees to withdraw the Application and hereby undertakes not to use the trademark GA & DEVICE and/or the designation 'GA' as a trademark, tradename or company name or as an eye-catching part of a domain name immediately upon the signing of this Compromise Agreement for whatever goods and/or services.

"5. Furthermore, the Respondent-Applicant undertakes not to register and/or use any new sign consisting of or containing the sign 'GA' or 'GEA', be it as a word sign or as a device.

"6. In return, the Opposer will pay a consideration in the amount of Fifty Thousand Pesos (PhP 50,000.00) to the Respondent-Applicant and will, in addition, withdraws its Opposition in the above-mentioned case. The consideration will be due after the official confirmation of the Intellectual Property Office that the Application has been withdrawn has been received. The opposition will be withdrawn in due time after the last signature of this Agreement of both parties.

"7. This Agreement shall be binding on, and shall inure to the benefit of both Parties, as well as their respective subsidiaries, affiliated companies, licensees, legal representatives, heirs, successors and assignees.

"8. The Parties and their legal representatives and assigns agree to refrain from commencing any action or suit, or from making any claim or demand whether in law or equity against each other, on account of any loss, injury, damage and expense of any kind, present or in future, sustained as a consequence of the present case, the publication and the previous use of the trademark GA & DEVICE.

"9. The Parties agree that this Agreement shall be treated as a defense to any action or proceeding that may be brought by either one against the other, and shall be a complete bar to the commencement or prosecution of any action or proceeding regarding the present case, the application and the previous use of the trademark GA & DEVICE.

"10. The terms and conditions of this Compromise Agreement are not contrary to law, morals, good customs, public order or public policy.

"11. The Parties voluntarily execute this Agreement and warrant that each has the authority to act on behalf of the respective entities that they represent.

"WHEREFORE, the Parties respectfully pray that this Compromise Agreement be approved and that judgment rendered pursuant thereto.

This Bureau finds that the 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.

In this regard, 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 (Sec. 5, Office Order No. 154, s. 2010).

WHEREFORE, premises considered, the submitted Compromise Agreement is hereby **APPROVED**. Let the filewrapper of Trademark Application Serial No. 4-2011-003412 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 18 September 2012.


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

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