



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

-versus-

METRO FOODCART BUSINESS CORP.,
Respondent.

X-----X

IPV No. 10-2013-00019

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

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

METRO FOODCART BUSINESS CORPORATION

Respondent
Unit 602-603 AIC -BURGUNDY EMPIRE TOWER
ADB Avenue corner Garnet & Sapphire Roads
Ortigas Center, Pasig City

GREETINGS:

Please be informed that Decision No. 2013 - 09 dated August 07, 2013 (copy enclosed)
was promulgated in the above entitled case.

Taguig City, August 07, 2013.

For the Director:


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



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**DECISION BASED ON
 COMPROMISE AGREEMENT**

WILSON DY GO and REFRESHMENT REPUBLIC (RRI), INC. ("Complainants") filed on 15 July 2013, a complaint against METRO FOODCART BUSINESS CORPORATION ("Respondent") for alleged Infringement of Industrial Design. The Complainants assail the Respondent's alleged unauthorized selling, distributing and/or otherwise dealing in buko juices contained in juice containers which are identical and/or substantially similar to the Complainants' Juice Container registered under Industrial Design No. 3-2011-000526.

This Bureau issued a Notice to Answer and served upon a copy thereof to Respondent on 24 July 2013. On 05 August 2013, the parties filed a Compromise Agreement, the pertinent portions thereof reads, as follows:

NOW, THEREFORE, the Parties have agreed, by way of compromise agreement, as follows:

"1. Respondent Metro Foodcart Business Corporation/BUKO JUAN hereby recognizes the due issuance and validity of Industrial Design Registration No. 3-2011-00526 for LIQUID PACKAGING issued in favor of Wilson Dy Go on April 23, 2012 by the Bureau of Patents, Intellectual Property Office, and commercially being used by complainant Refreshment Republic (RRI), Inc. in its fruit juice/fruit juice drink business.

"2. Respondent Metro Foodcart Business Corporation/ BUKO JUAN hereby acknowledges that it has used in its buko juices liquid packagings substantially similar to the Liquid Packaging covered by complainant Wilson Dy Go's Industrial Design Registration No. 3-2011-000526, having relied entirely and in good faith on its supplier of said liquid packagings.

"3. Respondent Metro Foodcart Business Corporation/BUKO JUAN hereby undertakes to pull out immediately from the market all their buko juices in the infringing liquid packagings and hereby promises not to use liquid packagings for their buko juice/juice drinks which are identical or substantially similar to the Liquid Packaging registered in the name of complainant Wilson Dy Go under

Industrial Design Registration No. 3-2011-000526 and commercially being used by complainant Refreshment Republic (RRI), Inc. in its fruit juice/drink business. As proof of this undertaking and commitment, it hereby undertakes the publication in the Philippine Star and one Chinese newspaper at its own expense of the enclosed Apology.

"4. In turn, complainants Wilson Dy Go and Refreshment Republic (RRI), Inc. hereby waive all their claim for damages against respondent as alleged in their complaint.

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

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, 07 August 2013.


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

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¹ Office Order No. 154 Series of 2010.