

Date: 01th December, 2018

To
The Head- Listing Compliance
National Stock Exchange of India Ltd.,
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex,
Bandra (E)
Mumbai – 400 051

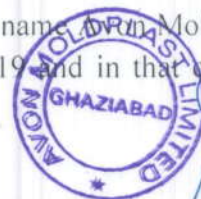
Symbol: AVONMPL

Sub: Intimation

Sir/ Madam,

This is to inform you that M/s Avon Cycles Limited filed a suit of Infringement of Trademark i.e. AVON and the matter was disposed of by the High Court by entered into a 2 (Two) Memorandum of Understanding (MOU's) dated 04th October, 2018 and 14th November, 2018 by both the parties, following are the highlights of the MOU:

- Avon Moldplast Limited would pay Rs. 25 Lakh (Rupees Twenty Five Lacs only) to Avon Cycles Limited before 31st January, 2019 being compensation of their having used 'AVON' trade mark till 30.09.2018.
- Effective from 01.10.2018 Avon Moldplast Ltd. Would start paying to Avon Cycles Ltd., royalty @1% (one percent) on the sale of all the goods on which 'AVON' trademark, Avon Moldplast or deceptively similar to 'AVON' is written or marked. It would be paid on quarterly basis by first week of the succeeding quarter. Avon Moldplast Ltd would share their GST statement with Avon Cycles Ltd.
- Avon Moldplast Limited will not allow to use 'AVON' trade mark to any other third party.
- Avon Moldplast Ltd will continue to use the present Corporate name with the word AVON till 14.11.2019 that before the said date i.e. 14.11.2019 M/s. Avon Moldplast Ltd, M/s. Avon Moldplast Ltd. Will initiate action to change the name of M/s. Avon Moldplast Ltd. By dropping the word AVON and will not use an identical/deceptively similar trademark. In no circumstances will continue to use the word AVON as a Corporate name post 14.11.2019. However, no royalty will be charged on use of the Corporate Name Avon Moldplast Ltd which it is permitted to use till 14.11.2019, Sale value means pre-GST sale value.
- It is made clear that no royalty will be paid by M/s. Avon Moldplast Ltd. on use of trade mark AXONE or any other brand not similar to AVON or Corporate name M/s. Avon Moldplast Limited till 14.11.2019. In case of M/s. Avon Moldplast Ltd. wish to continue using any trade mark, they shall have to pay 1% royalty on pre-GST sale value. In case, M/s. Avon Molplast want to discontinue the use of trade mark 'AVON' and trade name Avon Moldplast Ltd., then they can do so by giving prior information before 14.11.2019 and in that case they are not liable to pay any royalty.



AVON MOLDPLAST SUPPORTS
GIRL CHILD THROUGH



AVON MOLDPLAST LIMITED

Registered Office : A-7/36-39, South of G. T. Road, Industrial Area,
Electrosteel Casting Compound, Ghaziabad-201009 (UP), India
Tel.: 0120-4376091 Mob.: 99 100 39125 e-mail : info@avonmpl.com
web : www.avonmpl.com CIN : U25200UP1996PLC101013

- That M/s. Avon Moldplast Ltd. will not use the word AVON as part of its website, email address, internet address etc. after 14.11.2019

With the above mentioned major highlights of 2 MOU's Hon'ble High court passed the decree that the present suit and all pending applications stand disposed of dated 22/11/2018.

Kindly take the same on your records.

Thanking you,

Yours Faithfully,

For AVON MOLDPLAST LIMITED


Sushil Kumar Aggarwal
(Chairman & Whole Time Director)



DIN: 00248707

Encl.

1. Hon'ble Hight Cour order dated 22/11/2018

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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(COMM) 1149/2018 & I.A.Nos.13306-13307/2018

M/S AVON CYCLES LIMITED

..... Plaintiff

Through Mr.Shailen Bhatia with Ms.Neelam Pathak, Ms.Saltanat and Ms.Vidushi, Advocates.

versus

MS. ANITA AGGARWAL AND ANR.

..... Defendants

Through Mr.Achuttam Sreekumar with Mr.Akshay Agarwal, Advocates with Mr.Sushil Agarwal, AR of the defendants.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

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22.11.2018

Learned counsel for the parties state that the present matter has been amicably resolved in terms of the Memorandum of Understanding dated 04th October, 2018 as well as the Supplementary Memorandum of Understanding dated 14th November, 2018 entered into between the plaintiff and defendant no.1. They further state that the said Memorandum of Understanding dated 04th October, 2018 as well as the Supplementary Memorandum of Understanding dated 14th November, 2018 have been signed by the authorised representative of the plaintiff and the defendants.

Learned counsel for the parties further assure and undertake to this Court that the parties shall comply with the settlement terms mentioned in the aforesaid Memorandum of Understanding dated 04th



October, 2018 as well as the Supplementary Memorandum of Understanding dated 14th November, 2018.

The aforesaid statements, assurances and undertakings given by learned counsel for the parties are accepted by this Court and parties are held bound by the same.

This Court has also perused the Memorandum of Understanding dated 04th October, 2018 as well as the Supplementary Memorandum of Understanding dated 14th November, 2018 and is of the opinion that they are lawful.

Consequently, the suit is decreed in terms of the paragraph 53 (a) to (d) of the plaint as well as the Memorandum of Understanding dated 04th October, 2018 and the Supplementary Memorandum of Understanding dated 14th November, 2018, a copy of which is marked as Ex. C-1. Registry is directed to prepare a decree sheet accordingly.

With the aforesaid observations, the present suit and all pending applications stand disposed of.

The interim order dated 01st October, 2018 stands modified in accordance with the Memorandum of Understanding dated 04th October, 2018 as well as the Supplementary Memorandum of Understanding dated 14th November, 2018.

MANMOHAN, J

NOVEMBER 22, 2018
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