

AGREEMENT FOR COMPROMISE OF ACTION FOR INFRINGEMENT OF PATENT

THIS DEED of compromise is made at.....on this.....day..... between A son of.....resident of.....(hereinafter called Mr. A) of the ONE PART and B son of.....resident of..... (hereinafter called Mr. B) of the OTHER PART.

WHEREAS

(1) Mr. A is the registered proprietor of the patent (hereinafter called the Patent) Nodated.....within India for an invention relating to improvements in

(2) Mr. A alleges that Mr. B has infringed the patent by the unlawful manufacture and sale of.....articles made in accordance with the patent.

(3) On Mr. A has commenced an action being suit No.....ofin the court ofagainst Mr. B claiming an injunction, damages and other reliefs in respect of such infringement, hereinafter called the said action, but Mr. B has not submitted any defence in the said action.

(1)Mr. A has agreed to withdraw the said suit upon the terms hereinafter contained

NOW THIS DEED WITNESSETH AS FOLLOWS.

(1) Upon the execution hereof, Mr. B shall pay a sum of Rs.....to Mr. A in full satisfaction of all claims, or damages by reason of such infringement of patent as aforesaid.

(2) Mr. B shall also pay Rsto Mr. A as costs of the said action.

(3) Mr. A shall grant and Mr. B shall accept a licence in the form set out in the Schedule hereto for the manufacture and sale of articles in accordance with the patent and Mr. B shall manufacture and sell the articles in accordance with the terms and conditions of such licence.

(4) Mr. A covenants that immediately upon the payment and acceptance of licence by B as provided hereinbefore, he shall withdraw the suit filed by him in the court of.....against B for infringement of patent.

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands the day, month and year first above written.

The Schedule above referred to

WITNESSES Signed and delivered by the within named A

1.

2. Signed and delivered by the within named B