SUCCESSFULLY MEDIATED IP CASE AT SMC

Two parties which had a long working relationship in the food and beverage industry in Singapore were embroiled in a six-year dispute over the infringement of trademark and the genuineness of products sold under it.

In 2018, proceedings commenced in the High Court for the infringement of the trademark. Both parties sought to claim damages against one another.

A year and a half later, the disputing parties in one of the proceedings decided to explore mediation which resulted in a successful settlement. It is noteworthy that the case was settled within a day. Instrumental in the settlement was the chance for the business owners to meet in person and exchange their respective concerns and also the acknowledgment of difficulties faced by the other party.

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In 2014, two parties agreed to terms under a licensing agreement where the first party would license copyright works to the second party for sale to industry providers.

Disputes subsequently arose between the parties in connection with intellectual property rights, breach of contract and failure in royalty payment. Both parties proceeded to claim damages and legal costs that were estimated to be a 7-figure sum. On the matter of IP infringement, allegations and cross-allegations were made over the published work and subsequent iterations and adaptations, both in hard copy and electronic versions. The involvement of third party authors was also called into question. The said dispute was also extra-territorial and involved other jurisdictions in the European Union and United Kingdom. When the parties entered into mediation, they were hostile to each other, but remained professional to the extent that they were prepared to pursue mediation in the hope of achieving a mutually beneficial commercial outcome.

In terms of the mediated settlement, a complete solution was arrived at within a day, with a cross-licensing solution that was worked into the settlement agreement, stipulating that credit notes were to be applied to nett receipts over the sales of different published editions in different jurisdictions. In certain specific jurisdictions there would also be a carve out in terms of which party to sell what titles. Parties also agreed to issue a joint statement that was prepared on mutually agreed terms, so as to manage the expectations of other third party authors and contributors. It was a satisfactory outcome.