



2024:DHC:4253



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI***Date of decision: 21st May, 2024*+ **CS(OS) 180/2024 and I.A. 30004/2024****KODAK & ANR.** Plaintiffs

Through: Mr. Varun Singh, Mr. Mohammad Atif Ahmad and Ms. Somesa Gupta, Advocates (M: 7004136005).

versus

A2D CHANNEL & ORS. DefendantsThrough: Ms. Shoba Ramamoorthy, Mr. Shilp Vinod, Mr. Ajay Subash B, Advocates & Defendant No.1 through VC (M: 7708665256).
Mr. Varun Pathak, Mr. Yash Karunakaran and Ms. Adya Joshi, Mr. Deepak Gogia and Mr. Aadhar Nautiyal, Advocates for D-4 (M: 9205109664).**CORAM:****JUSTICE PRATHIBA M. SINGH****JUDGMENT****PRATHIBA M. SINGH, J.**

1. This hearing has been done through hybrid mode.

I.A. 30004/2024 (u/O XXIII Rule 3 CPC)

2. This is a suit filed by M/s Super Plastronics Pvt. Ltd., which claims to have a license agreement with the brand owner of Kodak. As per the plaint, M/s Super Plastronics Pvt. Ltd. began as a manufacturer of CRT TV cabinets in the 1990s and early 2000s and now claims to be one of India's premier Original Equipment Manufacturers ('OEM') for CRT and LED



televisions. It also claims to have entered into licensing arrangements with various other well-known brands, such as Thomson, Blaupunkt, and Westinghouse, among others. The plaint avers that M/s Super Plastronics Pvt. Ltd. offers a large number of electronic and household appliances in physical stores as well as on e-commerce platforms. It claims to have a valuation of more than 1000 crores, with its presence in over 300 chain stores across 2300 cities and towns.

3. The grievance in this suit is against Defendant No.1-A2D Channel, which uploaded videos in February 2024 that, according to M/s Super Plastronics Pvt. Ltd., are derogatory to its products under the brand name 'KODAK'. Mr. Varun Singh, Id. Counsel for M/s Super Plastronics Pvt. Ltd., placed the said videos before the Court, which, in his view, declare M/s Super Plastronics Pvt. Ltd. as a scam and a cheat. According to the Id. Counsel, Mr. Varun Singh, such derogatory terminology could cause irreparable harm to the brand, especially considering Defendant No.1's large YouTube viewership. If the videos are not taken down, they could significantly damage the brand equity of M/s Super Plastronics Pvt. Ltd. It is further submitted that Defendant No.1 has uploaded other videos. M/s Super Plastronics Pvt. Ltd. alleges that these videos were not uploaded in the interest of consumers but were, in fact, intended to promote Defendant No.1's own products under a different brand by tarnishing the reputation of the 'KODAK' brand, thereby causing disparagement.

4. On 1st May, 2024, this Court perused through the impugned video(s), and issued notice in the injunction application and summons in the suit to be served upon the Defendant No. 1. The Registry was directed to serve



Defendant No.1 using the contact information provided in the memo of parties. Additionally, Defendant Nos. 2 and 3 (Google LLC) were required to disclose any further details of Defendant No.1, who owns the 'A2D Channel', to M/s Super Plastronics Pvt. Ltd. Summons and notice were also issued to Mr. Tejas Karia, Id. Counsel for Defendant No.5 - Facebook (Meta Platforms, Inc.).

5 Thereafter, vide order dated 5th March, 2024, this Court directed as follows:

"5. Mr. Varun Singh, Id. Counsel for M/s Super Plastronics Pvt. Ltd., placed the said videos before the Court, which, in his view, declare M/s Super Plastronics Pvt. Ltd. as a scam and a cheat. According to the Id. Counsel, Mr. Singh, such derogatory terminology could cause irreparable harm to the brand, especially considering Defendant No.1's large YouTube viewership. If the videos are not taken down, they could significantly damage the brand equity of M/s Super Plastronics Pvt. Ltd.

6. It is further submitted that Defendant No.1 has uploaded other videos. M/s Super Plastronics Pvt. Ltd. alleges that these videos were not uploaded in the interest of consumers but were, in fact, intended to promote Defendant No.1's own products under a different brand by tarnishing the reputation of the 'KODAK' brand, thereby causing disparagement.

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8. Today, Mr. Kargil, Id. Counsel for the Defendant No.1 has entered appearance and submits that the Defendant No.1 has converted the videos on YouTube as private videos.

9. Considering the fact that the Defendant No.1 itself has agreed to limit the viewership of videos in view of damage that could be caused to the Plaintiffs and its



brand, it is further directed that the link of the said videos shall not be communicated by Defendant No.1 to any third party till further orders of this Court.

10. The videos shall, therefore, in effect be disabled for viewership by any third party.

11. After hearing the parties, it appears that there is a possibility of amicable resolution between the parties and the Plaintiffs are willing to bring an end to the matter if the Defendant No.1 is willing to give public apology.

12. Let ld. Counsel for Defendant No.1 seek instructions in the matter. Defendant No.1 is also willing to take down any offending posts and remarks against the Plaintiff's brand 'KODAK' from social media platforms such as Facebook, Twitter (X Corp.). Further Defendant No.1 undertakes not to promote these two impugned videos from any other social media platforms. Let the needful be done within 72 hours by Defendant no.1.

13. In view thereof, no further orders are called for against the said platforms. If any link surfaces, which consists of the said videos, the Plaintiffs shall bring the same to the notice of the Defendant No.1, who shall take them down immediately within 72 hours.

14. Defendant No.1 may appear virtually before the Court on the next date of hearing so that statement can be recorded."

6. The parties have settled their disputes and have filed an application under Order XXIII Rule 3 CPC. As per the Memorandum of Understanding dated 16th May, 2024, the Defendants have given various assurances which are as under:-

"1. The SECOND PARTY agrees to take down the impugned videos that have been uploaded on <http://www.youtube.com/watch?v=DJKsWUBS7ns> and



<http://www.youtube.com/watch?v=bkBfbJtlaGk>.

2. The SECOND PARTY agrees to refrain from disseminating, reproducing, broadcasting, communicating to the public, screening, publishing and distributing the impugned videos.

3. The SECOND PARTY agrees not to reload the impugned videos or to make any reference or use of the impugned videos in any form or manner, including but not limited to posts, stories, reels, videos, articles, publications on any social media platforms including Google, Youtube, Twitter and Facebook.

4. The SECOND PARTY agrees to refrain from using the hashtags #SPPLQLEDSCAM, #QLEDSCAM and #QLEDTVSCAM in any form or manner on social media platforms, with respect to impugned videos.

5. The SECOND PARTY agrees that he will not create any content in respect of the FIRST PARTY and its products on any media or platform including but not limited to Google, Youtube, Twitter and Facebook, in future.

6. The FIRST PARTY hereby agrees to withdraw the prayer for grant of decree for special damages in suit CS(OS)No.180 of 2024 filed against the SECOND PARTY and take appropriate steps to get the refund of court fee paid on this relief.

7. The FIRST PARTY agrees to file an application praying that the suit be decreed in terms of the present MOU/Settlement by incorporating the terms of the above said MOU/Settlement in the decree.”

7. The Court has perused the terms of the Memorandum of Understanding dated 16th May, 2024. The same are lawful. The Defendants and the Plaintiffs, and anyone acting for or on their behalf shall be bound by the terms and conditions of the Memorandum of Understanding dated 16th May, 2024 and the Settlement Application.



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8. In terms of the above, Defendant No. 1 has stated that the impugned videos have been taken down and shall also be bound by the undertaking that he shall not disseminate or broadcast the impugned videos or any other videos that are derogatory or make any reference to the impugned videos.
9. The concerned intermediaries i.e. Defendant Nos. 2-5 shall take down any videos of Defendant No. 1 which would be in violation of Clauses 2 and 3 of the Memorandum of Understanding dated 16th May, 2024, upon receiving a notice from the Plaintiffs.
10. Let the full Court fee be refunded.
11. The suit is decreed in terms of the settlement application as well as Memorandum of Understanding dated 16th May, 2024. Let the decree sheet be drawn up. The suit is disposed of with all pending applications, if any.
12. The next date before the Joint Registrar and the Court shall stand cancelled.

PRATHIBA M. SINGH
JUDGE

MAY 21, 2024
mr/dn