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

+ **CS (OS) 2041/2013**

M/S JINGLE BELL AMUSEMENT PARK(PVT) LTD Plaintiff

Through: Mr. S. Khan, Ms. Jyoti & Mr.
Shaheen, Advocates (M-
9810222197).

versus

M/S SAGU DREAMLAND(PVT) LTD & ANR Defendants

Through: Mrs. Avnish Ahlawat, Mr.N.K.
Singh, Mr. Jaideep Malik, Advocates
(M-9811665251) along with Mr.
Satish Raj Deshwal-Director.

AND

+ **CS(OS) 1592/2014**

M/S SAGU DREAMLAND PVT TD Plaintiff

Through: Mrs. Avnish Ahlawat, Mr.N.K.
Singh, Mr. Jaideep Malik, Advocates
(M-9811665251) along with Mr.
Satish Raj Deshwal-Director.

versus

SPLASH ISLAND PVT LTD & ORS Defendants

Through: Mr. Shailen Bhatia & Ms. Shivani
Chand, Advocates (M-8447864142)
along with Mr. Satish Raj Deswal and
Mr. K.S. Deswal.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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12.07.2018

**I.As. 15592/2017, 15593/2017, 8758/2018, 8759/2018 in CS(OS)
2041/2013**

I.A. 14331/2017, 14332/2017 in CS(OS) 1592/2014

1. Suit no.2041/2013 was filed by M/s Jingle Bell Amusement Park(Pvt) Ltd. against M/s Sagu Dreamland Pvt. Ltd. and Sh. Satish Raj Deswal, praying for a decree of possession in respect of property bearing No.41/24, 25, 42/20, 50/1, 50/4min. at village Alipur, Teh. Delhi, Delhi, injunction as also arrears of rent.
2. Suit No.1592/2014 was filed by M/s Sagu Dreamland Pvt. Ltd. against M/s Splash Island Pvt. Ltd. and its two Directors- Sh. Hukam Chand Deswal and Sh. Karandeep Singh Deswal seeking an injunction against the Directors from using the registered trademark "*SPLASH THE WATER PARK*" along with a deceptively similar name "*SPLASH ISLAND*" as a trademark, trade name, and the "*SPLASH ISLAND PVT. LTD.*" corporate name, along with a decree for damages.
3. It is to be noticed that Sh. Hukam Chand Deswal is a Director in both M/s Jingle Bell Amusement Park (Pvt) Ltd. and M/s Splash Island Pvt. Ltd. A settlement agreement dated 28th May, 2015, was entered into between the parties wherein Sh. Hukam Chand Deswal authorized Sh. Roshan Lal Goel to sign the settlement on his behalf.
4. As per the terms of the settlement, M/s Sagu Dreamland Pvt. Ltd. was to vacate the property on or before 31st December, 2017. However, an application being I.A. 14331/2017 came to be filed in this court by M/s Sagu Dreamland Pvt. Ltd. on the premise that Clause 6(g) of the agreement was being violated by M/s Splash Island Pvt. Ltd.
5. It is to be noticed that the Settlement Agreement dated 28th May, 2015 was drawn up in the Delhi High Court Mediation and Conciliation Centre. On 30th June, 2015, the undertakings of the parties were recorded and the

suit was decreed. The Settlement Agreement was made part of the decree.

6. On 31st August, 2015, suit no.1592/2014 was withdrawn in view of the settlement.

7. It is the submission of Mrs. Ahlawat that M/s Splash Island Pvt. Ltd. continues to use the word “*SPLASH ISLAND*” as a trademark and as a part of its trade name/corporate name. She has handed over the photographs taken on 5th June, 2018 to show that words “*SPLASH ISLAND*” are being continuously used. The photographs show the use of the said mark in a logo form and admittedly the corporate name is also being used continuously. According to Mrs. Ahlawat, it was due to the fact that the Defendant - Splash Island Pvt. Ltd. was continuing to use the name/mark ‘*SPLASH ISLAND*’, that the application for recall of settlement was filed.

8. On the other hand, the counsels for Splash Island Pvt. Ltd submit that as per clause 6(g) the agreement was to only not use ‘*SPLASH ISLAND*’ as a trade mark and the right to use it as a trade name was not given up.

9. Today, all the parties are present before the court. Sh. Satish Raj Deswal on behalf of M/s Sagu Dreamland Pvt. Ltd. is present. Sh. Karandeep Singh Deswal is present on behalf of M/s Splash Island Pvt. Ltd. Sh. Roshan Lal Goel is present on behalf of M/s Jingle Bell Amusement Park (Pvt) Ltd. After some arguments, the parties have agreed that they will abide by the Settlement Agreement both in letter and spirit. The statement of Sh. Karandeep Singh Deswal is accordingly recorded.

10. It is agreed that Splash Island Pvt. Ltd. shall not use the word ‘*SPLASH*’ or any deceptively similar word, either as a part of the trademark, trade name/corporate name or with a prefix or suffix in any manner whatsoever. The Company - Splash Island Pvt. Ltd. will apply to the

Registrar of Companies within a period of 10 days for change of name wherein it can adopt any name without the word '*SPLASH*' or a deceptively similar word. The said Company would, with the approval of the Registrar of Companies change its corporate name and its mark, and logo etc., by dropping the word '*SPLASH*'. The same shall be done on or before 31st October, 2018. The Company shall also change all its stationery, bill boards, website and visiting cards. On and from 31st October, 2018, the use of the word '*SPLASH*' would be completely ceased.

11. In the same manner, M/s Sagu Dreamland Pvt. Ltd. shall handover vacant and peaceful possession of the suit property on or before 30th November, 2018. The same shall be handed over to the representatives of M/s Jingle Bell Amusement Park (Pvt) Ltd. Sagu Dreamland Pvt. Ltd shall not cause any damage to the constructed area. While vacating the property, M/s Sagu Dreamland Pvt. Ltd. shall abide by Clause 6(b) of the Settlement Agreement.

12. The statements of Sh. Satish Raj Deswal, Sh. Karandeep Singh Deswal and Sh. Roshan Lal Goel have been recorded today. Parties are held to be bound by the undertakings given today as also the terms of the Settlement dated 28th May 2015.

13. All I.As are accordingly disposed of in the above terms.

PRATHIBA M. SINGH, J.

JULY 12, 2018

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