

ATUL

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 1486 OF 2016
IN
SUIT NO. 442 OF 2016

Syntel Inc. & Another ...Plaintiffs
Versus
Syntel Telecom Limited & Another ...Defendants

Mr. Hiren Kamod, *a/w Mr. Nishad Nadkarni, Mr. Shailendra B. and Mr. Raj Rao, i/b Khaitan & Co., for the Plaintiffs.*
Dr. Birendra Saraf, *a/w Mr. Rashmin Khandekar, Mr. Minesh Andharia, Ms. Janhvi Chadha, i/b Krishna Saurashtri, for the Defendants.*

CORAM: G.S. PATEL, J
DATED: 8th August 2016

PC:-

1. The parties have arrived at an arrangement that will dispose of the present Notice of Motion and continue pending the disposal of the Suit. The understanding is set out in a document that is signed by the Advocates for both the sides. This is taken on record and marked "X" for identification. The understanding is as follows:

"a) The Defendants will be at liberty to continue to use the name SYNTEL TELECOM LIMITED and

mark Syntel to manufacture, market, distribute, install and sell telecommunication equipment (including video and teleconferencing equipment and scientific advancements thereof) and software (including upgrades and new software) for the functioning, operation and use with the aforementioned hardware manufactured and sold by them under the said mark SYNTEL.

b) The Defendants will also be at liberty to use SYNTEL as a part of their corporate name SYNTEL TELECOM LIMITED and mark Syntel to supply and distribute telecommunication equipment/hardware and software connected with such telecommunication equipment, where both the telecommunication equipment and software are manufactured by third party Original Equipment Manufacturers (OEMs) under their name and mark and not under the mark SYNTEL. However the invoices shall expressly state that the hardware as well as the software are products manufactured by third party OEMs. It is clarified that the mark Syntel will not be put on the goods of any third party OEMs.

c) Subject to clauses (a) and (b) above, the Defendants will not provide any other software solutions including for use in telecommunication equipment manufactured by other OEMs under the name or mark Syntel.

d) The Defendants agree to discontinue to use the mark or name "Synapps" on all products and services henceforth. They will do so within a period of two weeks from today."

2. The Notice of Motion is disposed of in these terms with no order as to costs.

(G. S. PATEL, J.)