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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 895/2014, IAs 5773/2014 & 2910/2016**
LIVING MEDIA INDIA LIMITED & ANR

..... Plaintiff

Through: Mr. Sajad Sultan, Adv.

versus

SANGINEEDI SITARAM

..... Defendant

Through: Mr. G. Venkateswara, Adv.

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER
% **21.04.2016**

The parties were referred to the Delhi High Court Mediation & Conciliation Centre vide order dated October 15, 2015 of the learned Joint Registrar. The Delhi High Court Mediation & Conciliation through its Mediator Mrs. Indira Unninayar has filed a settlement agreement dated January 20, 2016 consisting of seven pages. The settlement agreement is signed on behalf of plaintiffs and the defendant and their counsels. It is also signed by the learned Mediator. The settlement agreement reveals that the parties have entered into a settlement on the following terms:-

“6. The following settlement has been arrived at between the parties.

a) The Second Party has acknowledged the First Party's

exclusive right over the registered trademarks "INDIA TODAY", "TODAY" and various composite "TODAY" marks and their Logos and has agreed not to use "INDIA NEWS TODAY", "TODAY" or composite "TODAY" marks or their Logos or any other name/brand similar, confusingly similar, deceptively similar or phonetically similar to the Plaintiff's registered trademarks "INDIA TODAY": "TODAY" and various composite "TODAY" marks or their Logos.

b) The Second Party acknowledges the First Party to be the proprietor of the registered trademark "INDIA TODAY", "TODAY" and various composite "TODAY" marks and their Logos. Second Party agrees and undertakes not to use the said marks of the First Party or any other mark/logo similar or deceptively or confusingly or phonetically similar to the aforesaid trademarks/logos of the First Party for media related services or for any other goods/services whatsoever.

c) The Second Party agrees and undertakes that it shall not sell, offer or promote any services/goods including but not limited to media related services, whether print, electronic or internet related, under the First Party's marks or any similar or deceptively similar variations thereof in any manner whatsoever so as to pass off the services/goods or business of the Second Party as those of the First Party.

d) The Second Party hereby undertakes to withdraw all trademark applications, If any, filed for registration of trademark ' "INDIA TODAY", "TODAY" and various

composite "TODAY" marks or any other mark similar to First Party's trademarks. Second Party further undertakes not to file any trademark application either in its own name or any of its associates, successors, heirs, employees, agents, etc names for a trademark/logo "INDIA TODAY", "TODAY" and various composite "TODAY" marks, their Logos or any other similar mark for any goods/services whatsoever. Second Party further undertakes to withdraw all applications if any, filed for registration of trademark in Logo of "INDIA TODAY", "TODAY" and various composite "TODAY" marks and their Logos within 2 weeks of recording of this Settlement Agreement. The Second Party undertakes not to use and/or apply for trademark, domain name and/or copyright registration for any mark/logo similar to the "INDIA TODAY", "TODAY" and various composite "TODAY" marks and their Logos in India and/or worldwide.

e) The Second Party further agrees and undertakes to remove all and any reference to the "INDIA TODAY"; "TODAY" and various composite "TODAY" marks, their Logo's or similar marks from its place of business.

f) The Second Party further agrees to shut down email-id indianewstodaydaily@gmail.com and domain name www.indianewstoday.co or any other website or email-id having reference to "INDIA TODAY"; "TODAY" and various composite "TODAY" marks or any other similar mark.

g) The Second Party also agrees to file an application before

appropriate Authorities including Registrar of Newspaper for India (RNI) under Ministry of Information and Broadcasting (MIB) surrendering the title and intimating them about this undertaking. Second Party shall provide the First Party a copy of the said application within 15 days of recording this Settlement Agreement.

h) In connection to the above, First Party agrees that it will not oppose the request of the Second Party to the Hon'ble Court that a direction be given to the Registrar of News Papers for change of title and issuance of "new verification certificate" in the new name/title without affecting its period of continuous publication as it is an important requirement/criterion for publication of advertisements which are the main source of revenue generation to run a newspaper.

i) Subject to compliance of the above undertakings tendered by the Second Party, the First Party gives up its claim for costs for these proceedings, however Second Party agrees to pay Rs. 1000/- (Rupees one thousand only) as token amount towards this Settlement Agreement.”

The terms of settlement agreement in terms of para 6(a) to (i) are taken on record. The undertaking given by the parties in para 8 is also taken on record. The suit is disposed of as such.

At this stage, learned counsel for the defendant states that in view of

the settlement, he intends to make a representation to the statutory authorities to for enabling the defendant to change the title of his daily newspaper. If such a representation is made within six weeks from today, the statutory authorities shall consider the same and allow the defendant to change the title of his daily newspaper.

IA 2910/2016

At request, adjourned to 5th May, 2016.

V. KAMESWAR RAO, J

APRIL 21, 2016/ak