

\$~20

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 454/2016 and IA 4490/2014 (u/O. 39 R. 1 & 2 CPC)

ELETS TECHNOMEDIA PVT LTD Plaintiff

Through: Ms. Shruti Baid and Mr. Shivam
Sharma, Advocates

versus

SHANTANU SENGUPTA Defendant

Through: Mr. Ashish Singh, Advocate

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

ORDER

% **30.09.2016**

IA No.12216/2016 (U/O. 23 R.3 r/w S. 151 CPC)

1. The suit at hand had been presented in March 2014 impleading three parties as defendants including Mr. Shantanu Sengupta as the first defendant seeking the following reliefs :-

“(i). relief in the nature of permanent injunction to restrain the defendants, their directors, partners, distributors, agents and all persons /entities acting through them from themselves or through third parties, using the mark FIPS, and / or deceptive variants thereof, in any manner whatsoever and / or from doing any other act that is likely to lead to passing off of the defendants’ events / business / products / services as those of the plaintiff and from directly or indirectly reproducing / copying the plaintiff’s logo and / or any of the copyrightable contents of the plaintiff’s website thereby infringing the plaintiffs’ copyrights in these works, decree of mandatory injunction directing the third defendant to transfer the domain name <fipsforum.org> to the plaintiff with further direction to the defendants to

publish an unconditional apology and clarification in at least two national newspapers with regard to their association / connection / affiliation / endorsement, etc. from the plaintiff's trademark FIPS, delivering up of all the impugned promotional material, brochures, advertisements or any other material used for the defendants' event bearing the mark / name 'FIPS', logo, or any other material used by the defendants which is likely to lead to passing off of the defendants' event / business / products/ services as those of the plaintiff, lying in the possession of the defendants and / or their principal officers, directors, partners, agents, franchisees, servants etc. with damages of ₹20,00,100/- besides costs."

2. On the application of the plaintiff later moved, names of the second and third defendants initially shown in the array of parties were struck off leaving Shantanu Sengupta as the sole defendant.

3. The plaintiff and the sole defendant Shantanu Sengupta left in the array of parties have now moved a joint application as at hand to submit that they have amicably resolved the dispute. The settlement terms have been set out in the application filed under Order 23 Rule 3 read with Section 151 CPC of the Code of Civil Procedure, 1908 (CPC) as under :-

"(a). The defendant no.1 acknowledges the proprietary rights of the plaintiff in the mark 'FIPS' and logo



(b). The defendant no.1 agrees and undertakes that he by himself or through any other person acting through him,

shall forthwith refrain from using the mark FIPS or any other deceptively similar trade marks and / or from doing any other act that is likely to lead to passing off of the defendant no.1's events / business/ products / services as those of the plaintiff's.

(c). The defendant no.1 hereby confirms that it has never



used the logo and has no intention of reproducing / copying the said logo in future.

(d). Defendant no.1 hereby confirms that the domain name / website <fipsforum.org> do not belong to it and as such defendant no.1 has no control over it.

(e). Defendant no.1 hereby confirms that it does not possess any promotional materials, brochures, advertisements or any other material used for the defendants' event bearing the mark / name 'FIPS' or any other material used by the defendants which is likely to lead to passing off of the defendants' event / business/ products / services as those of the plaintiff.

(f). The plaintiff hereby confirms that it has no objection to the use of the trade mark / name FFIFS by the defendant no.1 for its event / business / products /s services.

(g). The plaintiff does not press the relief for damages and legal costs in the present proceedings”

4. The application is supported by the affidavit of Mr. Ravi Gupta, constituted attorney of the plaintiff and of the defendant Mr. Shantanu Sengupta.

5. Having perused the record, it is found that the parties have entered into this settlement voluntarily, out of their own free will and volition. Thus, the application is allowed.

6. The suit is decreed in terms of the settlement set out above.

The parties shall remain bound by their respective undertakings and are left to bear their own costs. The pending application also stands disposed of. Decree sheet be drawn up accordingly. The file be consigned to record room.

R.K.GAUBA, J

SEPTEMBER 30, 2016

yg

CS(COMM) 454/2016

page 4 of 4