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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) No.615/2016 & IA No.8582/2016 (u/O 23 R-3 CPC).
VERIZON TRADEMARK SERVICES LLC & ORS. Plaintiffs
Through: Mr. Siddhant Chamola, Adv.

versus

CHANDAN KUMAR & ORS Defendants
Through: None.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **22.07.2016**

1. The five plaintiffs namely Verizon Communications LLC, Verizon Licensing Company, Verizon Communications India Private Limited, Verizon India Private Limited and Verizon Data Services India Private Limited have instituted this suit against the three defendants namely Mr. Chandan Kumar, Mr. Saurav Kumar and Verizon Marketing Private Limited for permanent injunction restraining the defendants from using the word mark 'VERIZON' and the 'VERIZON' logo and/or any other mark or logo similar or deceptively similar to the plaintiffs' registered trademark and from passing off their goods as that of the plaintiffs'.
2. The suit was entertained and vide *ex parte ad interim* order dated 30th June, 2015 the defendants were so restrained as well as restrained from using the word 'VERIZON' as the domain name www.verizonindia.in.
3. Though a common written statement was filed on behalf of the defendants no.1 to 3 but the parties have filed an application under Order 23 Rule 3 of the CPC being IA No.8582/2016 reporting that they have

compromised all their disputes subject matter of this suit on the terms as contained therein.

4. Only the counsel for the plaintiffs appears. He however states that the application has been signed by the defendants no.1&2 and by the authorised representative of the defendant no.3 as well as by the authorised representative of the plaintiffs and the counsels for the plaintiffs and the defendants and is also supported by the affidavits of/on behalf of three defendants and the plaintiffs.

5. I see no reason to disbelieve the counsel for the plaintiffs and need to await the counsel for the defendants is not felt.

6. I have perused the compromise application and find the compromise arrived at between the parties to be lawful.

7. Accordingly IA No.8582/2016 is allowed.

8. The suit is decreed in terms of prayer paragraph 39 (i) to (iii) of the plaint, leaving the parties to bear their own costs.

9. The compromise application to form part of the decree sheet.

Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J

JULY 22, 2016

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