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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 110/2017 & I.A.Nos.1926-1927/2017, 5788-5789/2017
M/S NAV JAGRITI NIKETAN EDUCATION SOCIETY

..... Plaintiff

Through Mr.S.K.Bansal with Mr.Kapil Kumar
Giri, Advocates.

versus

DELHI INTERNATIONAL SCHOOL & ORS Defendants
Through Mr.D.S.Chadha, Advocate for D-1.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

ORDER

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02.08.2017

Present suit has been filed for permanent injunction to restrain infringement of trademark, passing off, infringement of copyright, delivery up etc.

The prayer clause in the suit is reproduced hereinbelow:-

(a) For a decree of permanent injunction restraining the defendant no.1 and defendant no.2 by themselves as also through their proprietors, promoters, retailers, C&F Agents, individual partners and directors (if any), agents, servants, assigns, representatives, successors, distributors and all other acting for and on their behalf from using in any manner, advertising or displaying directly or indirectly, offering/sealing/displaying/using any goods/services including the educational goods and services or dealing in any other manner or mode the impugned trade mark/label/trade name "Delhi International School" & DIS Logo and impugned domain names and e-mail id namely

www.disfaridabad.com and
delhiinternationalschool.edu@gmail.com or any other
trademark/trade name/label/logo/domain name/e-mail
ids, identical with and/or deceptively similar thereto in
relation to their impugned school, educational goods and
services and allied and cognate goods and services and
from doing any act amounting to or resulting in:

- (i) Infringing the registered Trademarks of the plaintiff under no.1208890 in class 16, 1208889 in class 16, 1337019 in class 41 and under no.1288909 in class 41.
 - (ii) Passing off and violation of the plaintiff's rights in said trademark/trade name/label/logo namely "Delhi International School" and "DIS Logo".
 - (iii) Infringement of plaintiff's copyright in said trademark/trade name/label/logo namely "Delhi International School" and "DIS Logo".
 - (iv) Violating the plaintiff's rights in plaintiffs aforesaid domain name www.dis.ac.in
- (b) *Restraining the defendants from disposing of or dealing with its assets including its premises at the defendant namely Delhi International School, Sector-88 Greater Faridabad-121002 including its stocks in trade and such other assets as may be brought to the knowledge of this Hon'ble Court during the course of the proceedings and on its ascertainment by the plaintiff and disclosed by the defendant, as the plaintiff is not aware of the same, as per Section 135(2) (c) of the Trade Marks Act 1999 as it would adversely effect the plaintiffs ability to recover costs and accounts of profits.*
- (c) *For an order for delivery up of all the defendants impugned goods and business bearing the impugned trade mark/label including packing material, carton,*

boxes, carry bags, finished and unfinished goods, boxes, stickers, blocks, dies or any other incriminating material including display boards and sign boards and trade literature to the plaintiff for the purposes of destruction and erasure.

(d) For a decree of grant of damages in the sum of Rs.1,00,05,000/- (Rupees one crore and five thousand only) from the defendants to the plaintiff.

(e) For an order for cost of the proceedings.

AND

(f) For such other and further relief(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of this case.

Today learned counsel for defendant no.1 states that the said defendant shall change its name from 'Delhi International School' to 'Delhi Scholars International School, Greater Faridabad'.

Learned counsel for defendant no.1 further assures and undertakes to this Court that the said defendant shall not use the mark 'DIS' with or without any logo as a domain name or as a brand name. He states that defendant no.1 shall henceforth use the mark 'DSIS' or any other acronyms of 'Delhi Scholars International School, Greater Faridabad'

He lastly states that defendant no.2 is no longer associated with defendant no.1 in any manner.

Learned counsel for the plaintiff states that in view of the aforesaid statements and undertakings, he does not wish to pursue the present suit any further.

The statements, assurances and undertakings given by the counsel for defendant no.1 are accepted by this Court and the defendant no.1 is held bound by the same. However, it is made clear that in the event, the aforesaid statements, assurances and undertakings are violated by the defendant no.1, then the plaintiff shall be at liberty to file the execution proceedings as well as the contempt of Court proceedings in accordance with law.

Registry of this Court is directed to issue to an authorised representative of the plaintiff a certificate authorizing him/her to receive back from the Collector half the amount of the Court fee paid.

With the aforesaid observations, directions and liberty, the present suit and pending applications are disposed of.

MANMOHAN, J

AUGUST 02, 2017
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