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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 963/2016**

SHEMFORD SCHOOLS PRIVATE LIMITED & ANR

..... Plaintiff

Represented by: Mr. Samreen Khan, Adv.

versus

M/S GULAB SINGH BELA SINGH

CHARITABLE TRUST & ORS Defendant

Represented by: Mr. Veerendra Kumar
Sinha, Adv.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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23.08.2017

Parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre on 18th August, 2017. The terms of settlement have been incorporated in Para 6 of the proceedings of the learned mediator dated 18th August, 2017 as under:

“a) The defendants have already changed the name of their school from Semford School to Mahendra Pratap Singh Public School and have filed an application for approval of new name with the competent authorities. Such change of name has already been effected on advertisements, hoardings, boards, buses, of the Defendants and also at the Defendants Facebook page. The defendant has circulated certain printed materials to

its students such as diaries, books, bags etc. on which the name Semford appears. The defendants agree that they shall not circulate any such fresh materials under the said trademark henceforth and the printed materials stated above already circulated cannot be recalled and thus the use of the mark, Semford on said printed materials shall cease at the end of this academic session i.e. By March 31, 2018.

b) That the defendants shall henceforth not use the trademark and or name Semford, or any other mark deceptively similar to Plaintiffs Mark Shemford including its star device logo in future for any goods or services, as a trademark, trade name, corporate name or in any other manner and other proprietary works of the Plaintiffs as listed in the plaint.

c) The defendants shall not use the Domain name semfordallahabad.com or any other email ID containing the said mark henceforth and states that the domain semfordallahad.com has already expired.

d) As token damages, the defendants has paid a sum of ₹1,10,000/- (Rupees One Lakh Ten Thousand only) in cash to the Plaintiffs.

e) That in view of the aforesaid terms, the suit filed by the First Party may be disposed of.

f) The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under Section 16 of the Court Fees Act, 1870."

The mediation agreement between the parties has been signed by Mr. Amit Choudhary authorized representative of the plaintiff No.1, authorized vide resolution of the Board of Directors of the company dated 3rd August, 2017 and also of plaintiff No.2/ Mr. Amol

Arora. In terms of the settlement it is also incorporated that defendant No.2 Shri Amar Nath Singh has since passed away on 10th August, 2017 and defendant No.3 being the domain name registrar and since the domain name no more exists is not required to be proceeded with.

The plaintiff has already stated that they proceed only against defendant No.1. Defendant No.1 is represented through Mr. Praveen Kumar Singh constituted attorney of defendant No.1 as per the resolution dated 30th March, 2012 authorizing Mr. Praveen Kumar Singh who has further appointed Mr. Alok Kumar Srivastava as his constituted attorney.

The suit is thus decreed in terms of the settlement arrived at between the parties. Mr. Amit Choudhary the constituted attorney of plaintiff No.1&2 and Mr. Alok Kumar Srivastava constituted attorney of defendant No.1 are present in Court are identified by their respective counsels and affirm the facts noted above. They have signed the order sheet in acknowledgement of the settlement.

IA 8953/2016, OA 78/2017, IA 5628/2017 and IA 5629/2017

Applications and appeal are dismissed as infructuous.

MUKTA GUPTA, J.

AUGUST 23, 2017

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