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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 3794/2014 and IA No.3758/2017 (Order XXIII Rule 3 CPC)

RELIANCE INDUSTRIES LTD Plaintiff
Through: Mr. Ankit Sahni, Advocate

versus

RELIANCE BUILDTEH PVT LD & ORS Defendants
Through: Mr. Anjay Barnawal, Advocate

CORAM:
HON'BLE MR. JUSTICE R.K.GAUBA

ORDER
% **27.03.2017**

1. This suit was instituted in December, 2014 by the plaintiff (Reliance Industries Limited) seeking reliefs in the nature of permanent injunction against infringement of trademarks, passing off, dilution, unfair trade practice, damages, *etc.* against four defendants, they having been described at that stage as Reliance Buildtech Private Limited, Shyam Sharma- Director, Manisha Sharma – Director, and Praveen Sharma- Director as the first, second, third and fourth defendant respectively.
2. The first defendant underwent a change of name which was duly taken notice of by the Registrar of Companies, it being now known as Pile Real Homes Private Limited. On an application earlier moved, allowed by order dated 28.04.2015, the change of name and description of the defendants has been taken note of and amended memo of parties filed on 21.04.2015.
3. The suit prayed for the following reliefs:-

“31. (i) For an order for perpetual injunction restraining the defendants, their directors, principal officers, associate/sister firms/companies, licensees, franchisees, distributors, stockiest, agents, sub-agents, servants, representatives, etc. from using the impugned trademark/name ‘RELIANCE’ or any other trademark/name
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which incorporates the leading and most distinctive feature RELIANCE of the plaintiff company's registered trade mark nos.1939466 in class-37, 1757741 in class-36, 1939465 in class-36, 2097738 in class-36, 2097739 in class-36, 2097740 in class-36, 2097743 in class-36, 2097744 in class-36, 2097746 in class-36, 2097747 in class-36 & 2097748 in class-36 amounting to infringement of the said registered trade marks;

(ii) For an order for perpetual injunction restraining the defendants, their directors, principal officers, associate/sister firms/companies, licensees, franchisees, distributors, stockiest, agents, sub-agents, servants, representatives, etc. from using the impugned trademark/name 'RELIANCE' or any other trademark/name deceptively similar thereto as part of their corporate/ firm name;

(iii) For an order for perpetual injunction restraining the defendants, their directors, principal officers, associate/sister firms/companies, licensees, franchisees, distributors, stockiest, agents, sub-agents, servants, representatives, etc. from passing off their goods/services and their business as and for the goods/services and business of the plaintiff;

(iv) For an order for perpetual injunction restraining the defendants, their directors, principal officers, associate/sister firms/companies, licensees, franchisees, distributors, stockiest, agents, sub-agents, servants, representatives, etc. from diluting the well known trade mark/name RELIANCE of the plaintiff;

(v) For an order for perpetual injunction restraining the defendants, their directors, principal officers, associate/sister firms/companies, licensees, franchisees, distributors, stockiest, agents, sub-agents, servants, representatives, etc. from indulging in unfair trade practices by adopting/using the well known trade mark/name RELIANCE of the plaintiff;

(vi) For an order for Rs.15 lacs as damages suffered by the plaintiff on account of the illegal trade activities of the defendants by using the impugned infringing trademark/name 'RELIANCE' of the plaintiff;

(vii) For an order for Rs.5 lacs as punitive damages against the defendants for knowingly and deliberately indulging in illegal trade activities by carrying on their business incorporating the well known and famous mark/name RELIANCE of the plaintiff;

(viii) For an order for delivery for purposes of destruction of all goods including advertisement materials, packaging, blocks, dies, stationery, etc. and of the infringing copies or media used by the defendants in connection with their illegal activities;

(ix) For an order directing the defendants to disclose on oath and by way of filing unimpeachable documentary evidence the details about the extent of business carried out by the defendants including the details of their various movable and/or immovable assets including their bank account(s);

(x) For costs in the proceedings;

(xi) For such further relief/reliefs to which the plaintiff be entitled looking into the facts and circumstances of the case."

4. The parties have entered into a settlement and have come up with the joint application (IA No.3758/2017) under Order XXIII Rule 3 CPC seeking a decree to be passed in its terms. The application is signed for an on behalf of the defendants and as also by the authorized representative of the plaintiff and is supported by their respective affidavits. The relevant portion of the application under Order XXIII Rule 3 CPC reads as under:-

“1. That the defendants admit the validity and the sole and exclusive proprietary rights of the plaintiff in its below mentioned registered trademarks bearing numbers:

S.No.	Trademark	Regn. No.	Class
1.		1939466	37
2.		1757741	36
3.		1939465	36
4.	Reliance Transaction	20997738	36
5.	Reliance trade	2097739	36
6.	Reliance savings	2097740	36
7.	Reliance invest	2097743	36
8.	Reliance credit	2097744	36
9.	Reliance bank	2097746	36
10.	Reliance assets	2097747	36
11.	Reliance trading	2097748	36

and undertakes that the defendants shall not challenge the same either directly or indirectly at any time in future before any court/Tribunal/Statutory body, etc.

2. That the defendants further admit the sole and exclusive proprietary rights of the plaintiff in its prior adopted and prior used trade mark/trade name ‘RELIANCE/RELIANCE INDUSTRIES LTD.’ and undertake that the defendants shall not challenge the same either directly or indirectly at any time in future before any court/Tribunal/Statutory body, etc.

3. That the defendants further confirm that they have amended the impugned name of their company RELIANCE BUILDTECH PVT. LTD. to PILE REAL HOMES PVT. LTD. on 19.02.2015 and since then have stopped using the said impugned name and the defendants further undertake that they shall in future not use the

impugned name RELIANCE BUILDTECH PVT. LTD. or any other trade name which incorporates the mark/name RELIANCE or any other deceptively similar mark / name to the mark/name RELIANCE of the plaintiff whether through print or any other electronic medium whatsoever.

4. That the defendants undertake and agree that they shall not at any time in the future, use the trade mark/trade name 'RELIANCE BUILDTECH PVT. LTD.' or any other trademark / trade name which incorporates the mark/name RELIANCE for any goods/services and further the defendant acknowledges that the mark / name RELIANCE of the plaintiff is a well known and famous trademark. The defendant further undertakes that the defendant shall not indulge in any act that would amount to infringement of the plaintiff's Intellectual Property Rights.

5. That it is agreed by and between the parties that in the event of any future infringement of the plaintiff's Intellectual Property Rights in its mark /name RELIANCE by the defendants by way of dealing with any kind of goods /services bearing the said mark/name RELIANCE or any other deceptive variant(s) of the same, the plaintiff herein would be entitled to institute appropriate legal proceedings, civil and/or criminal, for the enforcement and protection of its said rights, to seek any and all remedies under law as available to the plaintiff and nothing contained in the settlement terms recorded under the present compromise application would be interpreted to restrict such rights.

6. That the defendants undertake and confirm that they have already destroyed all labels, printed material, brochures, advertisements, etc. lying with the defendants which contain any reference to the impugned trade mark/trade name 'RELIANCE/RELIANCE BUILDTECH PVT. LTD.

7. That the aforesaid statements and undertakings on behalf of the defendant no.1 have been given by Sh. Parveen Sharma, who is one of the Directors of the defendant and who is duly authorized by a resolution dated 06/02/2017 of the Board of Directors of the defendant company to execute and sign the present compromise petition, for and on behalf of the defendant company. Ms. Sunita Goel is the authorized representative of the plaintiff company and in her said capacity has signed and executed the present

compromise application for and on behalf of the plaintiff company. The other defendants namely defendant nos. 2, 3 and 4 have signed in their personal capacities. The parties agree that the signatories to the present settlement are fully competent and authorized to enter into the present settlement. All the aforesaid undertakings will be binding henceforth on the parties their successors, representatives and assigns in business, as the case may be.

8. *That the parties agree that all terms and conditions of the settlement as laid out in the present compromise application are fair and reasonable and have been entered into after full appreciation of its various clauses and implications.*

9. *That the parties agree that all their pending disputes have been resolved by virtue of the settlement terms recorded in the present compromise application and the plaintiff would not institute or press any further remedies or damages, available to them, for infringement of trademark of the plaintiff, prior to the date of execution of the present settlement terms as recorded in the present compromise application, unless there is a breach of the terms of the present settlement.*

10. *It is therefore prayed that this memorandum of compromise may be recorded and a decree may be passed in favour of the plaintiff and against the defendants by this Hon'ble Court in terms of paragraph 31 (i) to 31 (v) of the plaint, incorporating the terms of this settlement as a part thereof."*

5. Upon perusal this court is satisfied that the settlement arrived at is lawful. Thus, prayers in the application are granted.

6. A decree in the terms above noted settlement is hereby passed, leaving the parties to bear their own costs.

7. Decree sheet shall be drawn accordingly.

8. The date 20.07.2017, earlier fixed stands cancelled.

R.K.GAUBA, J.

MARCH 27, 2017

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