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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 1516/2016 & I.A. 14297/2016

DELHI PUBLIC SCHOOL SOCIETY

..... Plaintiff

Through: Ms. Vasudha Bajaj, Advocate.

versus

DELHI PUBLIC SCHOOL SANWER & ANR

..... Defendants

Through: Mr. Varun Tankha Advocate with

Mr. Aman Nandrajog, Advocate for
defendant No.1.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

03.08.2017

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Present suit has been filed under Sections 28 and 29 read with Sections 134 and 135 of the Trade Marks Act, 1999 as well as Sections 51 and 55 read with Section 62 of the Copyright Act, 1957 for permanent injunction restraining infringement of trade marks, infringement of copyright, damages etc. The prayer clause in the suit is reproduced hereinbelow:-

“a) Pass a decree of permanent injunction against the defendants & in favor of the plaintiff restraining the defendants, their directors, trustees, managing committee members, office bearers, franchisees, officers, servants, agents, employees, delegates, representatives, assigns, associates and all others acting for and on their behalf from offering for service, advertising, offering for sale, adopting, using and/or dealing in any manner with the well known trade marks / name ‘DPS’ and



logo of the plaintiff or any other trade mark identical or deceptively similar to the plaintiff's above mentioned trade marks amounting to infringement of the plaintiff's said trade marks and further restraining them from representing in any manner that they are connected with the plaintiff;

b) Pass a decree of permanent injunction in favor of plaintiff and against the defendants, restraining the defendants, their directors, trustees, members, franchises as the case may be and their officers, servants, agents, delegates, representatives, assigns, associates and all others acting for and on their behalf from using the impugned trade mark trade mark/name 'DPS', DELHI



PUBLIC SCHOOL' and

c) Pass a decree of permanent injunction in favor of plaintiff and against the defendants, restraining defendants, their directors, trustees, officers, servants, employees, agents, delegates, representatives, assigns, associates and all others acting for and on their behalf from directly or indirectly reproducing, using and/or dealing in any manner with the plaintiff's registered crest



, or any other crest identical or deceptively similar to it amounting to infringement of the plaintiff's copyright in the said crest;

d) Pass a decree of damage for an amount of Rs.1,00,00,000/- in favor of the plaintiff and against the defendants from such date as this Hon'ble Court may deem fit and proper;

e) Direct 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 its various movable and/or immovable assets including its bank account(s);

f) Defendants be ordered and decreed to deliver to the plaintiff for destruction all the stationery, advertisement, material, blocks or dies, packing materials, cartons, folder, stamps, containers, display boards, sign-boards, and any other documents or infringing material bearing/incorporating the impugned trade



marks 'DPS' and logo/crest of plaintiff or any other trade mark deceptively similar to/ incorporating the plaintiff's aforementioned registered trade marks;

g) Direct the Telecom Regulatory Authority of India, Mahanagar Doorsanchar Bhawan, (next to Zakir Hussain College) Jawaharlal Nehru Marg, New Delhi-110002 to shut down the websites and e-mail addresses operated by the defendants; and

h) Award costs of the present litigation in favor of the plaintiff and against the defendants;

i) Pass such other and further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."

Today, learned counsel for defendant No.1 states that the said defendant has no objection if the present suit is decreed in accordance with the aforesaid prayers (a), (b) and (c) of the plaint. He assures and undertakes to this Court that the impugned website and e-mail addresses shall be closed/removed by the defendant No.1. Learned counsel for defendant No.1 also states that defendant No.2 is no longer associated with the defendant No.1. He clarifies that the decree qua prayers (a), (b) and (c) shall be complied with by the defendant No.1.

The statements, assurances and undertakings given by the learned

counsel for defendant No.1 are accepted by this Court and defendant No.1 is held bound by the same.

In view of the aforesaid statements, learned counsel for plaintiff does not wish to press for relief of damages, disclosure, delivery up and costs.

It is made clear to the defendant No.1 that in the event the aforesaid statements, assurances and undertakings are breached, the plaintiff shall be at liberty to file execution as well as contempt proceedings.

Accordingly, present suit is decreed in accordance with the prayers (a), (b) and (c) of the plaint. Registry is directed to prepare a decree sheet accordingly.

MANMOHAN, J

AUGUST 03, 2017

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