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

+ **CS(COMM) 453/2017**

GMR ENTERPRISES PRIVATE LIMITED (GEPL) Plaintiff

Represented by: Ms. Bitika Sharma, Ms.
Deepshikha Malhotra and Mr.
Lakshay Kaushik, Advocates.

versus

M/S GMR COLLEGE OF EDUCATION & ORS Defendant

Represented by: None.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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13.09.2017

I.A. No. 10627/2017 (under Order XXIII Rule 3 CPC)

1. By this joint application the parties pray that the suit be decreed in terms of settlement arrived at between the parties.
2. Taking the settlement on record application is disposed of decreeing the suit in terms of the settlement.

CS(COMM) 453/2017

1. Parties have settled the matter on the following terms and conditions as incorporated in I.A. 10627/2017:
 - i. *The Defendants agree and acknowledge before this Hon'ble Court, that the Plaintiff has absolute statutory rights and common law rights in its trademark GMR and undertakes before this Hon'ble Court not to violate the trademark of the Plaintiffs;*
 - ii. *The Defendants undertake before this Hon'ble Court that the defendants would refrain from using the trademark*

GMR of the Plaintiff as a trademark, tradename, corporate name, domain name or in any manner whatsoever, in respect of any goods or services and use the names set out herein below henceforth, which shall not infringe the statutory and common law rights of the Plaintiff in their trademark directly or indirectly

<i>Present Name</i>	<i>New Name to be Adopted</i>
<i>GMR College of Education</i>	<i>Sri Vasavi Grandhi Manikyala Rao B.Ed College</i>
<i>Sri VasaviGMRD. Ed College</i>	<i>Sri Vasavi Grandhi Manikyala Rao D.Ed College</i>
<i>Sri VasaviGMR Junior College</i>	<i>Sri Vasavi Grandhi Manikyala Rao Junor College</i>
<i>GMR Memorial Vidyarathi Degree College</i>	<i>Sri Vasavi Grandhi Manikyala Rao Degree College</i>

- iii. *The Defendants undertake to change their trade name in accordance with the above, officially and legally with immediate effect with respect to their domain names, printed material, nameplates, webpages, etc. An intimation of the said changes being carried out effectively shall be communicated to the Plaintiff within 3(three) months from the date hereof, together with documentary proof of such changes.*
- iv. *The Defendants further undertake that as regards the certificates and other records registered with the concerned authorities, including but not limited to the Registrar of Charitable Trusts, Educational Accreditation Orgnaizations, various controlling authorities of the Defendants viz., Adikavinannayya University, (Affiliating Authority of Degree College), NCTE Bangalore, (Regulatory Authority B.Ed and D.Ed), APSCHE, (Regulatory authority of Degree), Board of Intermediate Education (Regulatory Authority of Junior College), Scholarship Department BC, SC, ST, OBC (for all*

colleges), etc., the Defendants shall file the requisite applications/letters with these authorities within a period of 3(three) months from the date hereof and provide a copy of the acknowledgement of these applications/letters to the Plaintiffs. The Defendants shall carry out the changes, as aforesaid, within a maximum period of 9(nine) months from the date hereof, and an intimation of the said changes being carried out effectively shall be communicated together alongwith documentary proof of such changes, as and when such changes are effected. However, the Plaintiff may grant a further extension of appropriate time to carry out the aforesaid changes to the Defendants in case the necessary approvals are not obtained within the aforesaid 9(nine) months period;

- v. The parties also agree that the students enrolled in the Defendants' institution for the batch 2017-2018, may receive certificates under the present name of the Defendants in the academic year 2017-2018. However, from the academic year 2018-2019 onwards, the Defendants agree not to use the tradename GMR in and/or on any material or form;*
- vi. In view of the specific request from the Defendants and aforementioned terms and conditions the Plaintiff agrees to forgo the relief of damages, rendition of accounts, delivery up and costs as claimed in paragraph 58(v) to (vii) of the plaint.*

2. The joint application is duly signed and affirmed by Shri Sreemannarayana K, Chief Financial Officer of the Plaintiff Company, authorisation in whose favour is at page 12 (Annexure-A) of the application.

3. Application is also signed on behalf of defendant Nos. 1 to 3 by Shri V.V.N. Lakshmi Narayan who has also filed an affidavit in support of the application, authorization in whose favour by defendant nos. 1 to 3 is at page 13 to 14 of I.A. 10627/2017.

4. Mr. V.V.N. Lakshmi Narayan is present in Court and has placed on record his Aadhar Card in support of identification. He affirms the settlement arrived at between the parties and states on behalf of the defendants that the defendants would abide by the undertakings made in the settlement.

5. Consequently, the suit is decreed in terms of settlement arrived at between the parties.

6. Decree sheet will incorporate the terms of settlement.

7. Court fee be returned to the plaintiff under Section 16A of the Court Fee Act.

I.A. Nos. 7628/2017(under Order XXXIX Rule 1 and 2 CPC) and 8135/2017 (under Order VI Rule 17 CPC- by plaintiff)

Applications are disposed of as infructuous.

MUKTA GUPTA, J.

SEPTEMBER 13, 2017
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