

\$~33

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

+ **CS (COMM) 858/2016 & I.A. 14489/2018**

YATRA ONLINE PRIVATE LIMITED Plaintiff

Through: Mr. Aasish Somasi, Advocate.
(M:9910201113)

versus

ABHISHIEKH MAHESHWARI & ORS Defendants

Through: Mr. Awanish Kumar, Ms. Ritu Goyal
and Mr. Arun Widhmal, Advocates
for D-1, 2 and 4. (M:8800945374)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **22.10.2018**

1. The Plaintiff and Defendant Nos. 1, 2 and 4 have settled their disputes as per settlement agreement dated 11th October, 2018. The mediation centre has placed the original settlement agreement on record.
2. The court has pursued the terms of settlement. The terms of settlement are contained in paragraphs 1 to 8 of the settlement agreement. An amount of Rs.75,000/- has been handed over by means of cheques. Learned counsel for Defendant Nos.1, 2 and 4 ensures the Court that the cheques shall be encashed upon presentation.
3. The same are lawful. The settlement terms are binding on all the parties.
4. The suit is decreed in terms of the settlement. The settlement agreement shall form part of the decree.
5. In view of the matter having been settled in mediation, full court fee is

directed to be refunded to the Plaintiff.

6. Learned counsel for the Plaintiff has pointed out that the Registrar of the domain name www.yatrapartner.com Melbourne IT Limited i.e. Defendant No.6 has, after the filing of the present suit and during the subsistence of the injunction, transferred the domain name to a third party.

7. Melbourne IT Limited was clearly in the knowledge of the present litigation as also the injunction order passed on 25th November, 2014 to the following effect: -

“Counsel appearing on behalf of the defendants No.1, 2 and 4 seeks time to file the written statement and reply. The said defendants are granted four weeks’ time to file the written statement and reply with an advance copy to the learned counsel for the plaintiff who may file the replication and rejoinder within four weeks thereafter. List the matter before the Joint Registrar on 20th February, 2015 for admission/denial of the documents.

Fresh summons and notice be issued to the remaining unserved defendants, on filing of process fee and registered AD covers within one week, returnable before the Joint Registrar on the date fixed.

Interim order to continue till further orders.”

8. The said order was communicated repeatedly both by the counsel for the Plaintiff as also the Registry of this Court to M/s. Melbourne IT Limited. Under the UDRP, the orders passed by this Court are orders of courts exercising competent jurisdiction. In view of the fact that the domain name has been transferred to a third party during the pendency of the present litigation, the Registrar, Melbourne IT Limited is directed to either deactivate the said domain name www.yatrapartner.com or transfer the same

to the Plaintiff. In case of Melbourne IT Limited failing to take action within 4 weeks of the present order being communicated, the Plaintiff is permitted to avail of its legal remedies.

9. Defendant No.3 is *ex-parte* and was the Registrar of the domain name www.yatrapartner.in which has been transferred to the Plaintiff, during the pendency of the present suit. There shall be an injunction against Defendant No.3 in terms of paragraph 42(a) to (c) of the plaint.

10. The suit is decreed against all the defendants.

11. The present matter was listed on 12th October 2018, but the same was not listed on the said date as the Registry had recorded the date as 12th December, 2018. Thus, no order was passed on 12th October 2018. The next date of hearing i.e. 12th December, 2018 stands cancelled.

12. The suit is disposed of. All pending I.As. also stand disposed of.

PRATHIBA M. SINGH, J.

OCTOBER 22, 2018

Rekha