

\$~2

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS (COMM) 1370/2016, I.As. 20313/2014, 5655-57/2015 & 4901/2017**

INTEL CORPORATION Plaintiff
Through: Mr. Ranjan Narula and Mr. Shashi P. Ojha, Advocates. (M:9810089304 & 9891584230)
versus

SUDHARSANAN SUNDRESWARAN Defendants
NAIR & ANR.
Through: Mr. N. K. Bhatnagar, Advocate. (M:9810039236)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **26.11.2018**

1. Present suit is for infringement of registered trademark and passing off in respect of trademark 'INTEL'. The Defendants are using "INTELLVISIONS" as part of trade name of two companies namely Intellvisions Solutions Pvt. Ltd. and Invellvision Software Ltd. The parties have arrived at a settlement on the following terms and conditions, as per Settlement Agreement dated 12th November 2018.

"1. Aurionpro confirms that pursuant to amalgamation of Intellvisions, it has been operating two companies in India and UAE as listed below under Intellvisions name:

- i) Intellvisions Solutions Private Limited, India*
- ii) Intellvisions Software LLC, UAE*

2. Aurionpro confirms that pursuant to the amalgamation of

Intellvisions Software Limited into Aurionpro Solutions Limited they have been assigned interest and title into several pending applications and registrations of trademarks as per list attached which are under objections by Intel.

3. Aurionpro and Intel have agreed to resolve all disputes whereby Aurionpro represents that it has initiated rebranding of all of its products/services that were earlier being offered under the mark 'Intellvisions'.

4. Aurionpro and Intel have mutually resolved that within the phase out period of 6 months from the date of this agreement, Aurionpro shall give up the use of Intellvisions as a trade mark and withdraw all pending applications and registrations pertaining to 'INTELLVISIONS' and 'INTELLVISIONS Automation----Limited to your Imagination' as agreed upon and settled between the parties.

5. The parties INTEL and Aurionpro have mutually agreed that Aurionpro shall be at liberty to continue with the operation of the two pre-existing Companies in India and UAE, which are named:

i) Intellvisions Solutions Private Limited, India

ii) Intellvisions Software LLC, UAE

And that the giving up of the trade marks shall have no bearing on the usage or continuation of the aforesaid two Companies with their existing names. It is however, agreed between the two parties that Aurionpro shall not float any other company with the name of Intellvisions in India or elsewhere and the continuation of existence shall be confined to the two above named entities only in relation to bank interactive kiosks and ATM.

6. *Intel understands Aurionpro had acted in good faith during amalgamation process and had no intention to infringe Intellectual Property Rights of Intel.*

7. *Intel and Aurionpro agree to jointly make a request in respect of suit no. CS (COMM) No.1370 of 2016 to be disposed off as settled in terms of this settlement agreement to which the parties shall remain bound.*

8. *Intel and Aurionpro agree to jointly make a request before the IPAB for cancellation of registration nos.1616652 & 1616653 in classes 37 & 38 respectively. Alternatively, Aurionpro shall assign all its rights qua the said marks in favour of INTEL.*

9. *Intel and Aurionpro state that they have no other claims against each other. Both parties agree to bear their respective cost. The parties agree to sign such other documents, as may be necessary, to give effect to the terms of this settlement and conclude the matter expeditiously.*

10. *The agreement has been signed by authorized signatories of the respective companies. The authorized signatories confirm they have authorization to enter into this settlement and its terms are binding on their Directors, servants, agents and assigns in the business. ”*

2. The above terms form part of the settlement agreement dated 12th November 2018, annexed to the application under Order XXIII Rule 3 CPC. In addition, the Defendants agree to withdraw the pending trademark applications listed in the annexure to the settlement agreement.

3. Along with the settlement agreement, list of 28 trademark

applications/registrations has been annexed. It is agreed by the Defendants that the two registered trademarks at serial numbers 8 & 9 shall be surrendered/cancelled and a request thereof, shall be made by the Defendants to the IPAB.

5. The settlement agreement is signed by the Plaintiff and the Defendants as also their authorized signatories. Power of attorney(s) in their favour respectively have also been filed on record. Application has also been signed by the Plaintiff and the Defendants and their counsels. The affidavits have also been filed by the parties.

6. The suit is disposed of in terms of the settlement agreement along with the terms recorded hereinabove. Settlement agreement dated 12th November 2018 and the present order shall form part of the decree sheet.

7. Suit and all pending I.As. stand disposed of.

PRATHIBA M. SINGH, J.

NOVEMBER 26, 2018/dk