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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ CS(COMM) 1591/2016, IA No.15061/2016 (u/O XXXIX R-1&2  
CPC) and IA No.15062/2016 (u/XXVI R-9 CPC).

TATA SONS LTD & ANR ..... Plaintiffs

Through: Mr. Vikram Grover and Mr. Harish  
Kumar Chauhan, Advs.

versus

JASPAL SINGH & ORS ..... Defendants

Through: Mr. Mohit Singh for Mr. Sudhir  
Balyan, Adv. for D-1,2,5,10&11.  
Mr. Sheikh Feroj, Adv. for D-6&7.  
Mr. Robin Singh for Mr. Avadh  
Kaushik, Adv. for D-14&15.  
Mr. Gagan Preet Singh, Adv. for D-  
8&9.

**CORAM:**

**HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW**

**ORDER**

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**04.05.2018**

1. The two plaintiffs namely (i) Tata Sons Ltd.; and, (ii) Tata Sky Ltd. instituted this suit against the 15 defendants namely (i) Jaspal Singh; (ii) G.R. Trading; (iii) Kamal Kumar Jha; (iv) Anadi Enterprises; (v) Bharti Enterprises; (vi) Sher Singh; (vii) Jai Maa Electronics; (viii) Arvinder; (ix) Arvinder Electronics; (x) Raj Kumar Batra; (xi) Batra Enterprises; (xii) Inderjeet Kapoor; (xiii) Sandeep Mishra; (xiv) Amandeep Singh; and, (xv) Joginder Mohan, for permanent injunction restraining use of the trade

mark/s 'TATA' /  or any deceptive variation of the plaintiff no.1's trade marks and for ancillary reliefs. Though "Mr. Ashok Kumar" was also shown as defendants no.16 to 20 but besides the defendants no.1 to 15, no other persons have been identified.

2. The suit was entertained and while issuing summons thereof, vide *ex parte ad interim* order dated 7<sup>th</sup> December, 2016 the defendants were restrained from using the impugned marks and commissions issued for visiting the premises of the defendants.

3 The parties were vide order dated 14<sup>th</sup> November, 2017 referred to the Mediation Cell of this Court.

4. Mediation has been successful with the efforts of Mr. Atul Bhuchar, Advocate/Mediator and a Settlement Report dated 16<sup>th</sup> February, 2018 along with ten Settlement Agreements, all dated 9<sup>th</sup> February, 2018 have been received from the Mediation Cell of this Court.

5. It is informed that while the defendants no.5, 12 & 13 to 15 have entered into separate Settlement Agreements with the plaintiffs, there are joint Settlement Agreements of the plaintiffs with defendants no.1&2, defendants no.3&4, defendants no.6&7, defendants no.8&9 and defendants no.10&11.

6. I have perused the Settlement Agreement of the plaintiffs with the defendants no.1&2 and find the compromise arrived at between the parties to be lawful.

7. The counsel for the plaintiffs and the counsels for the respective defendants state that the terms, save for figures, are identical in the other Settlement Agreements.

8. The compromise arrived at is found to be lawful and is allowed.

9. The counsel for the plaintiffs, on enquiry states that the plaintiffs have already received the monies mentioned in each of the Settlement Agreements towards damages/compensation.

10. Accordingly, a decree is passed in favour of the plaintiffs and against the defendants, of permanent injunction in terms of prayer paragraphs 45 (a), (b), (c) & (d) of the plaint and for delivery and damages in terms of Settlement Agreements with the respective defendants, leaving the parties to bear their own costs.

11. All the Settlement Agreements with the respective defendants to form part of the decree sheet.

Decree sheet be drawn up.

**RAJIV SAHAI ENDLAW, J**

**MAY 04, 2018**

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