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

+ **CS(COMM) 223/2018 & I.A. 16478/2018**

INTEL CORPORATION

..... Plaintiff

Through: Mr. Ranjan Narula and Mr. Shashi P.
Ojha, Advocates. (M:9891584230)

versus

HARPREET SINGH & ORS

..... Defendants

Through: Mr. Nikhil Mundeja, Advocate.
(M:9711172525)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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27.02.2019

I.A./2019 (u/O XXIII Rule 3 CPC) (to be numbered)

1. Let the application be numbered.
2. The present suit has been filed by the Plaintiff complaining against use of the word '*INTEL*' as part of Defendant No.3's corporate name, namely, Intel Constructions Private Limited. In brief the case of the Plaintiff is that it has been using the trademark '*INTEL*' since 1968 for various electronic products including and microprocessors etc., globally. The Plaintiff claims trans-border reputation in India. The Plaintiff further avers that it has advertised extensively and has incorporated an Indian subsidiary in 1988.
3. The Defendants are using the said name in respect of a single project which has been sanctioned to it namely 'Diwan Preet Villa Homes' at 2, Jain Mandir Road, New Delhi.

4. Vide order dated 29th August, 2018, an interim order was passed in the following terms: -

“7. Considering the overall facts and circumstances, the injunction order is modified to the extent that the Defendant no.3 may continue to use its corporate name Intel Constructions Private Limited only in respect of the project which has already been started by it i.e., for the ‘Diwanpreet Villa Homes’ project. However, the Defendants shall use the corporate name in a manner which is not prominent and to show that the approvals etc. have been obtained by the said Defendant. The Defendants shall not promote the project by using ‘INTEL’ in a manner so as to give undue prominence to it. Except for this modification, the injunction granted on 7th July 2014, is liable to be confirmed.”

5. Thereafter, the matter was listed for evidence. However, during the pendency of the suit, the parties have arrived at a settlement. The terms of settlement are contained in the following paragraphs: -

- “I. The Defendants acknowledge that the Plaintiff is the registered proprietor/owner of the trade mark consisting of or incorporating the word INTEL in respect of goods and services falling in various classes 09, 16, 35, 36, 37, 38, 39, 40, 41 and 42.*
- II. The Plaintiff acknowledges that the Defendant No.3 was incorporated as a company under the name and style Intel Construction Private Ltd. in 1986 and the Company has hitherto only undertaken the business of a project under the name “Deewan Preet Villa Homes” at Jain Mandir Road, New Delhi (the “said Project”, which expression shall include any change in the name of the said Project).*

III. *The Plaintiff consents to use by the Defendant No.3 Company its said name for the said Project subject to the Defendant No.3 complying with the following and with the understanding that consent to use is to undertake and complete the project under the trading name:*

(a) *It will not use the trading name/company name to emphasise the word INTEL within the name or use the word INTEL as such separately or use prominently at the construction site or give undue prominence to the name/mark INTEL in its trading style by using block letters or a different colour or font to differentiate it from the other words appearing in the company name.*

(b) *It will not promote the project in print and/ or audio visual media with reference to the name/mark INTEL, or set up any website with the word INTEL as the dominant part of the domain name or promoting the said Project or as an email, URL or metatags; and*

(c) *The Defendants confirm they have not applied for registration of INTEL as a trademark and agrees that the Defendant No.3 shall not seek registration of the mark INTEL at any time in future as a trademark.*

IV. *The Defendant No.3 confirms that it will cancel or amend its trading name/company name following the completion, closure or cessation of the said project by omission of the word INTEL from its corporate name and will not apply anywhere in the world for the INTEL mark or any other similar mark that may cause likelihood of confusion with or*

dilution of the INTEL mark, or any mark containing the letter string “INTEL” or “INTEL” (as a standalone term or embedded within another term). For purposes of this Agreement, use includes but is not limited to use as trademark, trade name, as a company name, in a logo or slogan, as an e-mail address, in a domain name or URL, on web sites, in correspondence, on letterhead, business cards, promotional marketing materials, and on signage.

- V. In the event, Defendant No.3 contravenes the conditions set out above or commits breach of the terms, the settlement will, at the option of the Plaintiff stand terminated. The Plaintiff will be free to move the appropriate adjudicatory forum for violation of the terms of this settlement in accordance with law including seeking an injunction, costs and damages.*
- VI. That the Plaintiff and the Defendants have arrived at the aforesaid settlement of their own free will. The Plaintiff and Defendant No.3 further agree and acknowledge that their Directors, officers, employees etc. acting within the course of their usual employment terms, shall be equally bound by the above covenants and undertakings.*
- VII. That the present Application is being signed by Mr. Harpreet Singh (Defendant No.1) in his capacity as Director of Defendant No.3, and states that he is competent and authorized to sign/execute the present Application on its behalf.”*

6. As per the above settlement terms, the Plaintiff has consented to the Defendants’ use of the mark ‘INTEL’ as provided in the application, only in respect of one project namely ‘Diwan Preet Villa Homes’ at 2, Jain Mandir

Road, New Delhi. Apart from the said project, the Defendants have undertaken not to use the word/name '*INTEL*' in any manner whatsoever. Even in respect of the said project, the Defendants have undertaken as per paragraphs III(a) and III(b) not to use the word '*INTEL*' in a prominent manner.

7. The application is signed by the parties and their respective counsels. It is also accompanied by the affidavits of the parties. Defendant Nos.1 and 2 are the promoters of Intel Constructions Private Limited. All the parties shall be bound by the terms of settlement.

8. The suit is decreed in the terms stated above. Decree sheet be drawn accordingly. All pending applications are disposed of.

PRATHIBA M. SINGH, J.

FEBRUARY 27, 2019

Rekha