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

\+ CS(COMM) 661/2019

LIVING MEDIA INDIA LTD. & ANR. ..... Plaintiffs
Represented by: Mr.Rahul Beruar, Advocate.

versus

NAMAN INFRA VENTURES PVT. LTD. ..... Defendant
Represented by: Mr.Devendra Verma and Mr.Vaibhav Diwan, Advocates.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

<u>O R D E R</u>

% **13.02.2020**

<u>I.A. 2092/2020 (under Order XXIII Rule 3 CPC)</u>

1. By this joint application, plaintiffs and defendants seek decree in the suit in terms of settlement arrived at between the parties.

2. Taking the settlement agreement on record and decreeing the suit in terms of the settlement the application is disposed of.

<u>CS(COMM) 661/2019</u>

1. Plaintiffs and defendants have entered into a settlement on the following terms and conditions as noted in I.A. No.2092/2020 as under:

"2. The Defendant, agrees and acknowledge the Plaintiffs as the registered proprietor of well-known trademarks " ", " ", " ", " ", " ",

“ ”, and the device mark “ ” and the distinctive red-white-black colour combination, inter alia.*

3. *The Defendant agree and acknowledge that its impugned logo incorporates the Plaintiff No. 1’s registered mark “ ” in entirety as well as comprises of the identical red-white-black colour combination in the same order, pattern or arrangement as used by the Plaintiffs in their various AAJ TAK and AAJ TAK formative marks and amounts to infringement of Plaintiffs above mentioned registered trademarks. The amended logo has been shared with the Plaintiff and the same has been approved by the Plaintiff.*

4. *The Defendant agree and undertakes that its directors, proprietor, promoters, partners, managers, employees, principals, agents, associates, affiliates, licensees, distributors or any and all others acting on its behalf directly or indirectly as the case may be*

   (i) Shall not use the impugned mark/logo in any manner whatsoever amounting to infringement of Plaintiffs registered trademarks;

   (ii) Shall not use impugned mark in any manner whatsoever in relation to any services including its channel, website, social media and content sharing platforms including Facebook, any other location on the internet, promotional material, printed publications, inter alia, or in any other mode

or medium amounting to passing off its services as those emanating from the Plaintiffs;

(iii) Shall not engage in any activity amounting to dilution of Plaintiffs' trade marks " ", " ", inter alia and / or the dominant and essential elements thereof including the distinctive red-white-black colour combination, in any manner whatsoever.

5. *The Defendant agrees and undertakes to withdraw its pending trademark application bearing No. 4296293 for the impugned mark ' ' and or any mark which is similar or deceptively similar to Plaintiffs trademarks including in respect of "telecommunications" services in Class 38 and further agree and undertake not to file in future any other mark/logo which is similar or deceptively similar to Plaintiffs' trademarks.*

6. *The Defendant agree and had paid Rs. 5,00,000 (Rupees Five Lakhs) to the Plaintiffs, as token compensation, the receipt of which is being acknowledged by the Plaintiffs herein and it is agreed nothing further is payable by the Defendants.*

7. *The Plaintiffs agree and allow the defendant to cease and stop completely the use of impugned trademark wherever the case may be within a period of three months from the date of this agreement or latest by 31st March 2020, whichever is earlier. The parties herein understand and agree that any use of the impugned mark deliberately or otherwise by the Defendants or its agents after the expiry of stipulated time i.e. 30.4.2020 would amount to breach of the terms of this agreement for which the Plaintiffs have unfettered right to seek legal remedies as may be available to the Plaintiffs under law.*

8. *The Defendant further agrees and undertakes to strictly abide by the above terms and understands that in the event of a breach of these undertakings by the said Defendant, the Plaintiffs reserves the right to seek any remedies available in law and equity including liquidated damages and total costs of present proceedings. Furthermore, the Defendant shall also be liable to indemnify the Plaintiffs against all costs and damages incurred by the Plaintiff in light of such breach by the said Defendant.*

9. *In view of the undertakings given by the Defendant in paragraphs 4 to 8 above, the Plaintiffs forego their claim as mentioned in paragraph 76 (d), (e), (f) and (g) of the plaint."*

2. The application is duly signed by the authorised power of attorney of the plaintiffs and the defendants and supported by their affidavits. Authorisation in favour of Ms.Aditi Gupta, the authorised representative of the plaintiffs is already on record. Authorisation in favour of Umesh Kumar, CEO of the defendant has been handed over and is taken on record today.

3. Consequently, the suit is decreed in terms of the settlement as per prayers (a), (b) and (c) of paragraph -76 of the plaint. The plaintiffs forgo its claims in terms of prayers (d), (e), (f) and (g) of the para-76 of the plaint. Decree sheet will incorporate the terms of settlement.

4. Court fee be returned to the authorised representative of the plaintiffs under Section 16A of the Court Fee Act.

5. Registry will issue necessary certificate in this regard.

I.A. 17053/2019 (under Order XXXIX Rule 1 and 2)

Application is disposed of infructuous.

MUKTA GUPTA, J.

FEBRUARY 13, 2020
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