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

+ **CS(COMM) 431/2019**

MAKEMYTRIP (INDIA) PRIVATE LIMITED Plaintiff

Represented by: Mr. Mohit Goel, Mr. Aditya Goel,
Mr. Deepankar Mishra, Mr. Faizan
Nazir, Advs.

versus

MAKE MY TRAVEL & ANR. Defendant

Represented by: Mr. Dhruvajit Saikia, Adv. for D-1.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

19.02.2020

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1. By the present suit the plaintiff had sought a decree of permanent injunction against the defendant No.1 restraining its directors, shareholders, partners, proprietors, assignees, franchises, affiliates, licenses, etc., from in any manner infringing the plaintiff's mark, namely, MAKEMYTRAVEL (word per se) and MAKEMYTRAVEL LOGO i.e.



or any other mark/ logo or device, which is identical or deceptively similar to the plaintiff's marks MakeMyTrip as also restraining them from passing off the goods and services of defendant No.1 as that of the plaintiff and transfer of the domain name makemytravel.co.in in favour of the plaintiff.

2. Infringement and passing off is alleged against defendant No.1 and defendant No.2 is GoDaddy.com LLC company which has registered the

domain name in favour of the defendant No.1. Thus, the only relief sought against defendant No.2 is transfer of domain name of defendant No.1 in favour of the plaintiff in terms of prayer (c).

3. During the pendency of the suit the plaintiff and defendant No.1 have entered into a settlement before the Delhi High Court Mediation and Conciliation Centre. The terms of settlement as incorporated in the settlement agreement dated 6th February, 2020 are as under:

"I. It is agreed and settled that Defendant No.1 will suffer a decree in terms of prayer a) and prayer b) as referred to in Paragraph 62 of the Plaint, which are reproduced below:

- a) *A Decree for permanent injunction restraining Defendant No.1, its partners, directors, shareholders or proprietor as the case may be, its assigns in business, franchisees, licensees, distributors, subsidiaries, affiliates and agents from using in any manner whatsoever, selling, offering for sale, advertising, directly or indirectly dealing in any products or services under the Infringing Marks, namely, MakeMyTravel (word per se) and MAKEMYTRAVEL*



LOGO i.e. or any other trade mark/logo which is identical to or deceptively similar to and/or includes the Plaintiff's well known MakeMyTrip Marks amounting to infringement of the Plaintiff's registered trademarks.

- b) *A Decree for permanent injunction restraining Defendant No.1, its partners, directors, shareholders or proprietor as the case may be, its assigns in business, franchisees, licensees, distributors, subsidiaries, affiliates and agents from using in any manner whatsoever, selling, offering for sale, advertising, directly or indirectly dealing in any products or services under the Infringing Marks, namely, MakeMyTravel (word per se) and MAKEMYTRAVEL*



LOGO i.e. or any other trade mark/logo which is identical to or deceptively similar to and/or includes the Plaintiff's well known MakeMyTrip Marks amounting to passing off and unfair competition.

- c) The color renditions of the Plaintiff's trademarks have been annexed along with the present Settlement Agreement as ANNEXURE –D.
- d) It is agreed and settled that Defendant No.1 will stop using the domain name www.makemytravel.co.in and transfer the ownership of the same to the Plaintiff.
- e) Defendant No.1 has agreed to withdraw any or all trade mark applications or copyright applications for the Infringing Marks.
- f) Defendant No.1 has agreed to use the logo reproduced below ("FutureLogo"), for its future business activities along with the trade mark Nine Planets Travel and/or Travel Jack ("Future Trade Marks"):



The Color rendition of the Logo is reproduced in the ANNEXURE – C.

- g) Defendant No.1 has agreed that in future it will not use any trade mark or trade name which is similar to or contains the marks MakeMyTrip, MakeMy or MyTrip.
 - h) In lieu of the above agreement, the Plaintiff has agreed to not press for any damages and costs from Defendant No.1."
4. The settlement agreement is duly signed by Shri Ekank Mehra and

Shri Jatin Sabharwal, the authorised representatives of plaintiff No.1 and defendant No.1 respectively, authorizations in whose favour are annexed as Annexure A and Annexure B to the settlement agreement.

5. Consequently, a decree is passed in favour of the plaintiff and against the defendant No.1 in terms of the settlement as noted above.

6. Decree sheet will incorporate the terms of settlement as also Annexures C and D to the settlement agreement.

7. Since the parties have arrived at a settlement before the Delhi High Court Mediation and Conciliation Centre, Court fees be returned to the constituted attorney of the plaintiff under Section 16 of the Court Fees Act. Registry will issue a necessary certificate in this regard.

I.A. 11094/2019 (u/O XXXIX R 1&2 CPC),

I.A. 1656/2020 (delay in filing replication)

Applications are disposed of as infructuous.

MUKTA GUPTA, J.

FEBRUARY 19, 2020

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