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

+ **CS(COMM) 297/2022 & I.A.7115/2022 (Under Order XXXIX Rules 1 & 2), I.A.7116/2022 (Under Order XXVI Rules 4, 9 & 10)**

TATA SONS PRIVATE LIMITED & ANR. Plaintiffs
Through: Mr. Pravin Anand,
Mr.Achuthan Sreekumar and Mr. Rohit
Bansal, Advs.

versus

**THAKUR COMPUTER SOLUTIONS AND TECHNOLOGY
PRIVATE LIMITED Defendant**
Through: Mr. Palav Agarwal and
Mr.Harsh Shukla, Advs.

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)

% **20.12.2022**

1. The dispute between the parties in the present case stands settled *vide* settlement agreement dated 1st December 2022 executed with the intervention of the Delhi High Court Mediation and Conciliation Centre. The agreement is on record. The terms of settlement envisaged in the agreement read thus:

(i) The Defendant acknowledges the Plaintiffs to be the proprietor of the well-known trademarks TCS and the T within a

circle device  .

(ii) That the Defendant acknowledges that the trademarks TCS

 and the T within a circle device of the Plaintiffs are well-known and famous trademarks and by the Defendant's acts of

providing its goods and services using the marks  and



and by creating and using an interactive website under the domain name www.tcstechnology.com, it had infringed the Plaintiffs' registered and well-known trademarks TCS and the T within a circle device



and passed off its services / goods as that of the Plaintiffs'.

(iii) That the Defendant hereby undertakes that in future, it shall never use for manufacturing, marketing, distributing, selling (online/offline/directly or indirectly), offering for sale, advertising, sponsoring or howsoever otherwise dealing in any goods/products/services bearing aforementioned trademarks TCS



and the T within a circle device of the Plaintiffs and/or any other mark similar to and/or deceptively similar to the



trademarks TCS and the T within a circle device of the Plaintiffs on its goods, services or products in any manner whatsoever, or through its agents, employees, dealers or franchisees.

(iv) The Defendant undertakes that it has not applied for registration of the marks TCS and the T within a circle device



or any other marks such as



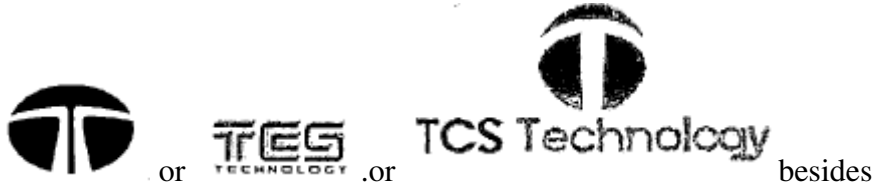
TCS Technology

which are deceptively similar to the



Plaintiffs' marks TCS and the T within a circle device, before any authority, for any purpose whatsoever, nor shall it apply for the registration of the said marks in future.

(v) That the Defendant declares that it does not have in its possession any stock of the impugned goods bearing the Plaintiffs well-known marks TCS and the T within a circle device



besides the stock seized by the local commissioner at the time of execution of the local commission. The Defendant further undertakes to destroy all the aforesaid seized goods. The Defendant further undertakes to conduct such destruction of such seized goods within two months of signing of the present settlement agreement. It is understood between the parties that the Plaintiffs representative will within this duration contact the Defendant to supervise the said procedure for their convenience. The Defendant further undertakes to carry out the said process in the presence of the Plaintiffs representative only.”

2. Learned Counsel for the parties are present. They undertake on behalf of their respective clients to abide by the aforesaid terms of settlement.
3. In that view of the matter, nothing survives for adjudication in the present suit.
4. The suit is accordingly decreed in terms of the aforesaid terms of settlement as contained in the settlement agreement dated 1st December 2022.
5. The Registry is directed to draw up a decree sheet accordingly.
6. The plaintiffs shall be entitled to refund of the court fees deposited by them.
7. Miscellaneous applications also stand disposed of.

C.HARI SHANKAR, J

DECEMBER 20, 2022/kr