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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 + **CS(COMM) 116/2023**
TATA SIA AIRLINES LIMITED Plaintiff
 Through: Mr.Mukul Kochhar, Adv.

versus

VISTARA BUILDTECH LLP & ANR. Defendants
 Through: Mr.Rajiv Kr. Choudhary, Adv.

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)
29.05.2023

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1. The dispute between the parties stands settled *vide* Settlement Agreement dated 3rd May 2023 executed under the aegis of the Delhi High Court Mediation and Conciliation Centre.

2. The Settlement Agreement is on record.

3. The terms of settlement contained therein are as under:

"1. The Defendants acknowledge and recognise that the Plaintiff is the registered proprietor of the well-known mark VISTARA.

2. The Defendants undertake to cease all use of the impugned

marks VISTARA,  VISTARA BUILDTECH,

 VISTARA JOYVILLE

/VISTARA JOYVILLE,

 VISTARA HAPPINEST

Signature Not Verified

Signed By: KAMLA RAWAT
 Signing Date: 30.05.2023
 12:49:25

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VISTARA HAPPINEST,  /VISTARA MIDTOWN
 and  /VISTARA URBANO ("Impugned Marks")
 or any mark deceptively similar thereto.

3. The Defendants undertake to takedown/ destroy all signages, pamphlets, advertising material etc. wherein the Impugned Marks are being used/displayed/ affixed.

4. The Defendants undertake to remove the Impugned Marks from all social media and/ or third party websites.

5. The Defendants undertake to withdraw the trademark application numbers 4854023, 4854024, 4854019, 4854020, 4854021, 4854022, 5396080 and 5396409 for the Impugned Marks. The Defendant shall within seven days make appropriate applications to the Trademark Registry to withdraw the above trademark applications.

6. The Defendants undertake that they do not have any other trademark application/ registration for the Impugned Mark and/or any other mark similar to the Plaintiffs well known VISTARA trademark.

7. The Defendants undertake that in future, they will not file any other trademark/ copyright application for the Impugned Mark and/or any other mark similar to the Plaintiffs well known VISTARA trademark.

8. The Defendants undertake that they have not filed any copyright application for the Impugned Mark and/or any other mark similar to the Plaintiffs well known VISTARA trademark. If a copyright application has been filed or a copyright registration has been obtained, the Defendants undertake to file requests for withdrawal/ cancellation of the said application/ registration, as the case may be.

9. The Plaintiff has no objection if any existing licenses, registrations, revenue records, permissions etc. from any authority are transferred or changed, as the case may be, to a new name adopted by the Defendants, i.e., 'VELORA BUILDTECH'. To



reiterate, the Plaintiff has no objection if the permissions, registrations, revenue records, licenses etc. under the name of 'VISTARA BUILDTECH' or 'VISTARA INFRATECH' or 'VISTARA BUILDTECH LLP' etc. are transferred or changed to the name of, as the case may be, to the new name adopted by the Defendants 'VELORA BUILDTECH'.

10. The Defendant shall within 30 days of signing of this agreement apply to the concerned departments like Registrar of companies or Registrar of firms, RERA etc. for the change of names or transfer as the case maybe. The Defendants, as soon as they apply for change of name, shall intimate to the Plaintiff of such application for change of name along with copies of supporting documents. In case the name is not changed within 4 months than the Defendants shall duly inform the Plaintiff of the same Stating the reasons thereof.

11. That the Defendant undertakes to this Hon'ble Court to abide by the terms and conditions of this Settlement.

12. On the basis of the above undertakings, the Plaintiff agreed to not seek any costs/damages from the Defendants.

13. The undertaking given herein shall be binding on all the legal heirs, representatives, assigns-in-business of both the parties henceforth.

14. That parties have agreed that the said commercial suit for infringement of trademark, passing off, dilution and tarnishment, damages; rendition of account; delivery up, etc. being CS (COMM) No. 116 of 2023 may be disposed of as compromised by Hon'ble High Court of Delhi in view of the terms and conditions of the present settlement agreement.”

4. The parties are represented by learned Counsel who undertake on behalf of their respective clients to abide by the terms of settlement.

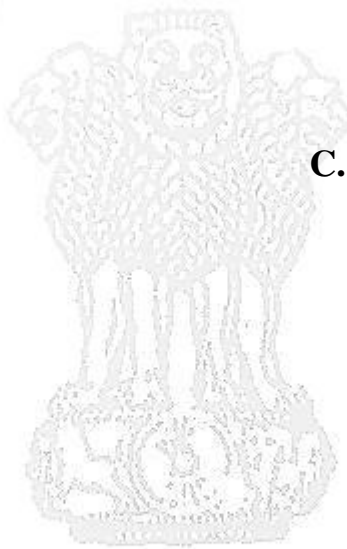
5. The court has perused the terms of settlement and find them to be lawful and in order.



6. As such, nothing survives for adjudication in the present suit.
7. The suit stands decreed in terms of the aforesaid Settlement Agreement dated 3rd May 2023 and the terms of settlement contained therein, by which the parties shall remain bound.
8. Let a decree sheet be drawn up accordingly.
9. The plaintiff shall be entitled to refund of court fees, if any, deposited by it.

MAY 29, 2023
dsn

C. HARI SHANKAR, J.



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