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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 + **CS(COMM) 171/2023, I.A. 5905/2023, I.A. 5906/2023 & I.A. 7240/2023**

EMAAR PROPERTIES PJSC Plaintiff
 Through: Mr. Dhruv Anand, Ms. Udit Patro and Ms. Nimrat Singh, Advs.

versus

EMAARESSE OPC PRIVATE LIMITED Defendant
 Through: Ms. Abhilasha Nautiyal and Mr. Sauhard Alung, Advs.

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

ORDER (O R A L)
05.09.2023

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1. The disputes between the parties stand settled with the intervention of the Delhi High Court Mediation and Conciliation Centre. The settlement agreement dated 7 August 2023 is on record.

2. The terms of settlement read thus:

“1. The Defendant agrees to not use the mark EMAARESSE or a mark deceptively similar to EMAARESSE as its corporate name subject to the agreed timeline in clauses 5, 6, and 7 below.

2. The Defendant confirms that it has not used the mark EMAARESSE as the brand name for any goods or services and it shall not do so in the future.

3. The Defendant has not and shall not use the Plaintiff'



trademark EMAAR and  or any mark deceptively similar thereto for any goods and services. The Defendant also agrees to



not use the Plaintiff's trademark EMAAR and  as a part of a trading name, including a corporate name, or a domain name.

4. The Defendant has not applied for the trademark or copyright registration of the mark EMAARESSE or a device comprising said mark or any mark identical or deceptively similar



to the Plaintiff's trademark EMAAR and  and shall not apply for the registration of any such mark in the future.

5. The Defendant shall ensure that it files a request before the Registrar of Companies for changing its corporate name Emaaresse OPC Private Limited within 3 working days of the execution of this Settlement Agreement and recordal thereof by the Hon'ble court. The Plaintiff does not have an objection if the Defendant changes its corporate name to MARBLEROSE STUDIO (OPC) PRIVATE LIMITED or any other name in compliance with the terms of this Agreement.

6. The Defendant shall make best efforts to ensure that its corporate name is changed as agreed in this agreement within 3 months of the execution of this Settlement Agreement by both Parties and recordal thereof by the Hon'ble Court. If the Defendant receives any objection from the Registrar of Companies due to which the Defendant's corporate name is not changed within the agreed period of 3 months, it shall promptly inform the Plaintiff of said development at the below email address. In such case, the Parties shall agree to an extension of said 3 months period.

7. Notwithstanding the above, the Parties agree that (i) the Defendant's corporate filings, documents, 'contact us' information on its websites, e-commerce listings shall contain the use of its corporate name Emaaresse, OPC Private Limited upto 7 (seven) days after the allowance of its name change request by the Registrar of Companies, (ii) the Defendant may sell its products packaged with labels that identify the company name Emaaresse OPC Private Limited as the distributor/ manufacturer and exhaust



said stock within a period of 6 months from the execution of the settlement agreement by the Parties and recordal thereof by the Hon'ble court.

8. In consideration of the above, the Plaintiff agrees to not press its prayers for delivery up, rendition of accounts, damages and costs in prayers 51 (d), (f), (g) and (i) of the plaint. The Parties agree to have the suit decreed only in terms of prayers 51 (a) and (b) of the plaint.

9. The present terms of settlement shall bind the Defendant and Plaintiff and their successors and assigns in business.

10. The Parties shall keep the contents of this agreement confidential, save and except as required under law and for compliance purposes. Parties agree not to disparage each other.

11. The Parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of mediation.

12. The Hon'ble Court may pass appropriate orders in view of this agreement including refund of court fee under the Court Fees Act, 1870.

13. The Parties agree that the present suit may be disposed off by the Hon'ble Court in terms of this Settlement Agreement.”

3. Learned Counsel who appear for the parties submit on behalf of their respective clients that their clients would abide by the terms of settlement.

4. The Court has perused the terms of settlement and find them to be lawful, in order and enforceable.

5. As such, nothing survives for adjudication in the present suit.

6. The suit shall stand decreed in terms of the aforesaid settlement



agreement, by which the parties shall remain bound.

7. Let a decree sheet be drawn up accordingly.
8. The plaintiff would be entitled to refund of court fees, if any, deposited by it.

C.HARI SHANKAR, J

SEPTEMBER 5, 2023

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