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

+ **CS(COMM) 465/2022 & I.A. 10474/2022**

EMAAR PROPERTIES PJSC Plaintiff

Through: Mr. Dhruv Anand, Ms. Udit Patro and Ms. Nimrat Singh, Advs.

versus

ADDRESS INFRASTRUCTURES PRIVATE LIMITED

..... Defendant

Through: Ms. Harsheen and Mr. Chritarth, Advs.

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

JUDGMENT (O R A L)

16.08.2023

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1. The dispute between the parties stands settled with the intervention of the Delhi High Court Mediation and Conciliation Centre.

2. The settlement agreement dated 4 August 2023 is on record.

3. The terms of settlement agreement as contained in the agreement read thus:

"i. The Defendant herein acknowledges the Plaintiff to be the proprietor of the Trademarks as mentioned in paragraph 20 of the Plaint;

ii. The Defendant undertakes to this Hon'ble Court that it will not use the word 'ADDRESS' in the hospitality sector at any point of time.



iii. The Defendant undertakes that all advertisement and promotional material in respect of its three existing projects would henceforth bear the following names:

- a. "The Address by Address Infra Group" at New Chandigarh, Village Togan;
- b. "Erina Address by Address Infra Group" at City Kharar; and
- c. "The Address Panipat by Address Infra Group" at Panipat, Haryana.

iv. The Defendant also undertakes that the requirement under Clause 6(iii) will be applicable in respect of any use or display of the names of the said projects of the Defendant.

v. The Defendant further undertakes that for all future projects, i.e. any other project other than the three projects enlisted in Clause 6(iii), the Defendant will use the name 'ADDRESS INFRA GROUP', instead of 'ADDRESS' or 'THE ADDRESS', for any and all purposes and will not use the word 'ADDRESS' in isolation.

vi. The Defendant undertakes, without admitting to the similarities between the two competing logos, that it will modify its existing logos / adopt logos, in the manner in which they are represented hereinbelow:



The above logos shall be adopted by the Defendant immediately upon obtaining clearance / approval from the competent authorities.

vii. The Defendant also undertakes to file withdrawal applications in respect of its pending Trademark Application No. 5123194 for 'THE ADDRESS' word mark in Class 36, and Trademark Application No. 5123195 for 'THE ADDRESS' word mark in Class 37 two weeks from the date of signing of the



settlement agreement and agrees to have the suit disposed of upon the Defendant furnishing proof of the same before the Hon'ble Court.

viii. The undertakings given herein shall also be binding on all the legal heirs, representatives and assigns-in-business of the Defendant herein.

ix. Each party warrants and represents to the other with respect to itself that it has the full right, power, and authority to execute, deliver and perform this agreement.”

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

5. The Court has perused the terms of settlement and finds them to be lawful, legal and enforceable.

6. As such, nothing survives to be adjudicated in the suit.

7. The suit stands decreed in terms of the settlement agreement dated 4 August 2023 by which the parties shall remain bound.

8. Let a decree sheet be drawn up by the Registry.

9. The plaintiff would be entitled to refund of court fees, if any, deposited by it.

C.HARI SHANKAR, J

AUGUST 16, 2023

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