



\$~14

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

+ **CS(COMM) 554/2021**

APNATIME TECH PRIVATE LIMITED AND ANR.

..... Plaintiffs

Through: Ms. Diva Arora Menon, Adv.

Versus

APNA HR CONSULTANCY AND ORS. Defendants

Through: Ms. Pritika Juneja, Mr. Anshul Saurastri, Mr. Minesh Andharia, Mr. Jay Shah, Adv. for D-2 and 5

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)

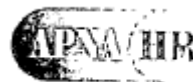
27.07.2023

%

1. Learned Counsel for the parties submits *ad idem* that the dispute in this present case stands settled by way of settlement agreement dated 27 April 2023 drawn up under the aegis of the Delhi High Court Mediation and Conciliation Centre, which is on record.

2. The terms of settlement read thus:

“1. The Defendants agree and undertake not to use either



directly or indirectly the mark and/or APNA, with or without the prefix HR, and/or any mark identical or deceptively similar to the Plaintiffs' trade marks, in a manner as may amount to passing off the Defendants' services and business as those of the Plaintiff. The Defendants agree not to file any application for registering the mark 'APNA' (word or device mark) and/ or any other similar mark thereto before the Trademark Registry in respect of human resource consultancy



and recruitment services, services related to training and educational and related services which would result in violation of the Plaintiffs' rights in the trademark APNA.

2. The Defendants agree to cancel/withdraw its pending



trademark application under number 4838351, dated 28th January 2021 in class 35 and file necessary applications/letters with the Trademark Registry within 14 (fourteen) days from the date of execution of this Settlement Agreement and provide proof of the same to the Plaintiffs.

3. The Defendants agree and undertake to cease using and operating the domain name www.apnahr.in and transfer the same to the Plaintiffs without consideration within a period of 15 (fifteen) days from the date of signing this Settlement Agreement.

4. The Plaintiffs shall make an appropriate application for deletion of the name of Defendant No.1 from the array of parties on or before recording the terms of this Settlement Agreement before the Hon'ble Court.

5. In view of this Settlement Agreement, the Plaintiffs do not press for other monetary reliefs as claimed in the said Suit.”

3. Learned Counsel for the parties agree, on behalf of their respective clients, to abide by the terms of settlement.

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

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



6. The suit accordingly stands decreed in terms of the Settlement Agreement dated 27 April 2023.
7. Both parties shall remain bound by the terms of settlement as reproduced hereinabove.
8. The plaintiffs shall be entitled to refund of 50% court fees, if any, deposited by it.
9. Let a decree sheet be drawn up by the Registry accordingly.

C. HARI SHANKAR, J.

JULY 27, 2023

dsn