



\$~1 & 2

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

+ C.O. (COMM.IPD-TM) 174/2021 & I.A. 20786/2023

SABHYASACHI GORAI Petitioner

Through: Mr. Suchinto Chatterji, Ms.
Neha Sharma and Ms. Amrita Verma, Advs.

versus

AVEENSHI INTERNATIONAL PRIVATE LIMITED ANR.

..... Respondents

Through: Mr. Anshuman Kishore, Adv.

+ C.O. (COMM.IPD-TM) 192/2021 & I.A. 21561/2023

SABYASACHI GORAI Petitioner

Through: Mr. Suchinto Chatterji, Ms.
Neha Sharma and Ms. Amrita Verma, Advs.

versus

AVEENASHI INTERNATIONAL PRIVATE LIMITED AND
ANR

..... Respondents

Through: Mr. Anshuman Kishore, Adv.

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

JUDGMENT(ORAL)

%

01.11.2023

I.A. 20786/2023 in C.O. (COMM.IPD-TM) 174/2021

1. This is a joint application by the petitioner and Respondent 1, effectively seeking a modification of order dated 31 July 2023 whereby the present petitions were decreed in terms of settlement agreement dated 31 May 2023. The application avers that there were certain inadvertent errors in the settlement agreement dated 31 May



2023 which stand corrected in an amended settlement agreement dated 25 September 2023. The terms of settlement as per the amended settlement agreement dated 25 September 2023 read thus:

“1. That Aveenashi International hereby assigns, permanently and irreversibly, the trademark LAVAASH (No. 3993269) in class 43, which hereafter will be owned by Sabyasachi Gorai, singly.

2. That Aveenashi International hereby assigns, permanently and irreversibly, the trademark LAVAASH BY SABY (No. 3993270) in class 43, hereafter to be singly owned by Sabyasachi Gorai.

3. That the aforementioned assignments are complete and shall include the goodwill vested in these trademarks.

4. That Sabyasachi Gorai as consideration for the above-mentioned assignment of trademarks is making a payment of Rs. 2 lacs to Aveenashi International vide demand draft dated 08.05.23 drawn upon IDBI Bank. Copy of demand draft is **ANNEXURE-4**, hereto.

5. That Aveenashi International agrees that they shall not derive any other trademarks or brand names similar to LAVAASH or LAVAASH BY SABY and use to attempt to register such similar trademarks.

6. That further steps in respect of the assignment shall be achieved jointly by the Parties by the execution of the form TM-P, for both the trademarks, which is the necessary form to be filed by the registered proprietor (Aveenashi International) and the transferee (Sabyasachi Gorai). Copies of the assignment documents shall be executed simultaneously with the execution of this Settlement Agreement.

7. That the Parties intend to file the form TM-P for both trademarks after the execution of this Settlement Agreement and following the final order of the Hon'ble High Court of Delhi at New Delhi in case no. C.O. (COMM.IPD-TM) 174/2021 and C.O. (COMM.IPD-TM) 192/2021, which are listed for 18.10.2023. The necessary application and forms, including signed NOCs have been duly executed and ready for submission.

8. That the choice of the trademark agent or attorney will be as per the election of Sabyasachi Gorai, who shall pay the fee



and bear the costs for the filing of these two TM-P forms. Aveenashi International shall not cause any delay in this process including in the event any other document including but not limited to NOC, handover of original trademark certificates, or any other documentation required of Aveenashi International by the Registrar of Trademarks in respect of the completion of the filing and acceptance of the two TM-P forms, one for each of the two trademarks, being assigned herein.

9. That Aveenashi International shall hand over to Sabysachi Gorai ideally before but no later to the time of execution of this Settlement Agreement all goods, awards, memorabilia, photographs, objects, etc. which were placed in or around the restaurant LAVAASH and are associated with the brands LAVAASH and LAVAASH BY SABY.

10. That Aveenashi International shall at no time act in a way or manner that will cause delay, damage or otherwise malign or mar the ownership of the trademarks and the goodwill in LAVAASH and LAVAASH BY SABY. Further the Parties shall at all times in the future refrain from damaging the name and reputation of each other.

11. That Aveenashi International shall not in the future stop Sabyasachi Gorai from the pursuing legal and reasonable means of doing business that fortify and add to his proprietary rights and goodwill in respect of the trademarks LAVAASH and LAVAASH BY SABY.

12. That both Parties shall cooperate and act in a manner conducive for the completion of the process of registration of the assignment of trademarks and the recording of the new ownership of the two trademarks covered under this Settlement Agreement.

13. That further to the completion of all the steps and formalities detailed under this Settlement Agreement the Parties shall have no further claims of any kind whether commercial or otherwise against each other and no action shall subsist in any court with regards to this matter.

14. That this is the final agreement of the Parties and that the Settlement Agreement is comprised of all the recitals, clauses whether numbered or not and headings, if any.

15. That the Parties shall in this regard seek the necessary orders from the Hon'ble High Court of Delhi including but not



limited to final disposal of the proceedings mentioned in recital IX.”

2. Accordingly, the petitions stand disposed of in terms of the amended settlement agreement dated 25 September 2023 instead of the original settlement agreement dated 31 May 2023.
3. The order dated 31 July 2023, accordingly, stands recalled and substituted by the order passed today.
4. The application is allowed accordingly.
5. These petitions shall stand disposed of.

C.HARI SHANKAR, J

NOVEMBER 1, 2023

ar

Click here to check corrigendum, if any