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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 153/2024 & I.A. 3955/2024**
PEAK XV PARTNERS ADVISORS INDIA LLP & ANR.

..... Plaintiffs

Through: Mr. Yatinder Garg, Mr. Akshay
Maloo and Mr. Priyansh Kohli,
Advocates.

versus

SATYAJIT HERMA & ORS.

..... Defendants

Through: Mr. Rahul Bajaj, Advocate for D-3.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

13.05.2024

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1. The parties have achieved a settlement *vide* agreement dated 23.04.2024 before the Delhi High Court Mediation and Conciliation Centre.
2. The Court on perusal of the said agreement finds certain parts which may not be lawful and acceptable. This is in context also of the fact that the defendant Mr. Satyajit Herma, who had appeared before the Court virtually on last occasion is a student who seems to be oblivious of the impact of his actions, to which he admitted. In this context, counsel for the plaintiff agrees to the following:
 - (i) the word “*fraudulently*” in Para 1 of the Settlement shall stand deleted;
 - (ii) words “*either*” (before “*First Party*”) in the fourth line and “*or of any other rightful owner*” in Para 10 respectively shall stand deleted.



3. With these observations, settlement agreement is accepted. Decree be passed in terms of the settlement, subject to the modifications above. Paragraphs 1 to 10 of the settlement, which are to be read with the said modifications, are extracted below:

1. The SECOND PARTY acknowledges that he issued the Letter dated 30.01.2021 to the FIRST PARTY wherein it offered to sell seventeen domains (hereinafter referred to as "*Impugned Domains*"). The SECOND PARTY further acknowledges that the Impugned Domains were fraudulently created using the FIRST PARTY'S trademark 'PEAK XV'.
2. The SECOND PARTY acknowledges that he has no right to create Impugned Domains and/or any other domain name(s) bearing the FIRST PARTY'S trademarks 'PEAK XV'.
3. The SECOND PARTY acknowledges and admits that the FIRST PARTY is the first and prior adopter of the trademarks 'PEAK XV'. The SECOND PARTY agrees not to use or attempt to register any domain name and/or mark consisting of the trade names and trademarks of the FIRST PARTY *inter alia* 'PEAK XV' trademarks.
4. The SECOND PARTY acknowledges that he has ceased using the Impugned Domains under the FIRST PARTY'S trademarks 'PEAK XV'.
5. The SECOND PARTY undertakes that he will strictly ensure that the FIRST PARTY'S trademark rights in their trademarks 'PEAK XV' are not misused/diluted in any manner across their offices by their principal officers, Heirs, Successors, Directors, and anyone acting for and on behalf of the parties.
6. The SECOND PARTY agrees to suffer injunction in terms of Prayer clause 46(a) and (b) of the Civil Suit of the FIRST PARTY. In view of such injunction the Parties agree that the Civil Suit of the FIRST PARTY / PLAINTIFFS be decreed in terms of the present Settlement Agreement.
7. The SECOND PARTY has no objection if the Impugned Domains are permanently suspended by the domain name registrars. The SECOND PARTY agrees to bear all expenses in respect to the Impugned Domains, as raised by the Domain Name Registrars.



8. The FIRST PARTY and the SECOND PARTY agrees that the present settlement pertains to the Civil Suit (CS(COMM) No. 153 of 2024).
9. The SECOND PARTY also agrees to sign the attached Undertaking (ANNEXURE- D) and to duly abide by the said undertaking.
10. The FIRST PARTY also reserves their rights to take any legal action against the SECOND PARTY in the event of violation of the present Settlement Agreement and/or in the event of involvement of the SECOND PARTY in any illegal / infringing activity violating rights of either FIRST PARTY or of any other rightful owner. The SECOND PARTY undertakes to pay INR 2 Crores towards damages in case of any breach of present Settlement Agreement by him.
4. The instant suit is disposed of in the above terms.
5. Decree-sheet shall be drawn up accordingly.
6. Pending applications, if any, are disposed of as infructuous.
7. In view of the mediation settlement between the parties, the plaintiff is entitled to 100% refund of court fees.
8. Registry is directed accordingly.
9. Court fees be refunded through counsel for the plaintiff.
10. No relief is pressed against defendant nos. 2 and 3, who have already complied with the interim order passed on 19.02.2024.
11. Order be uploaded on the website of the Court.

ANISH DAYAL, J

MAY 13, 2024/ssc/rj