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

+ **CS(COMM) 60/2021**

ADVANCE EDUCATIONAL ACTIVITIES PVT. LTD..... Plaintiff

Through: **Ms. Bitika Sharma and Ms. Aadya
Chawla, Advocates.**

versus

TIMES COACHING CENTRE

..... Defendant

Through: **Ms. Rajeshwari H. and Ms. Nupur A.
Goswami, Advocates.**

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

20.02.2024

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1. Counsel for parties state that a joint application under Order XXIII Rule 3 of Code of Civil Procedure, 1908, was presented before the Division Bench in FAO(OS) (COMM) 320/2022. The same was accepted on 22nd December, 2022 as an interim settlement pending the disposal of the suit.

2. As per the terms of the interim settlement before the Division Bench, defendant had agreed to the following:

- (i) Defendant will use the following composite mark on all of its platforms, both offline and online, including its website, YouTube channel, mobile application, Instagram account etc.:



- (ii) The word 'Times' shall always be in smaller font size than the



word 'FUTURE', as depicted above.

- (iii) The defendant orally refers to itself by the full name 'FUTURE Times Coaching Centre' on all platforms, including in all its YouTube videos.

3. However, counsel for defendant states on instructions that they have now changed their trademark to '**FUTURE KUL**' which they have already adopted and will continue to use henceforth. The statement is being made by counsel on instruction of Ms. Kajal Sihag, the proprietor of the defendant.

4. This statement and offer therefore supersedes the terms agreed between the parties before the Division Bench in FAO(OS) (COMM) 320/2022 as reproduced above.

5. Defendant's counsel expresses only one qualification that they will not be able to modify videos which have already been using the words "*Times Coaching Centre/Future Times Coaching Centre*", since those videos are already online. Counsel for plaintiff has no objection to these archival videos continuing to be present online. However, all fresh content created and disseminated by defendant, shall only use the trademark '**FUTURE KUL**'.

6. The said offer is acceptable to counsel for plaintiff.

7. Counsel for parties agree to the suit being disposed of in the following terms of the settlement:

- (i) Defendant will henceforth use the trademark '**FUTURE KUL**' for their services, business, content and all promotional and official material, physical or online.



- (ii) Defendant will ensure that the earlier trademarks “Times Coaching Centre/Future Coaching Centre” are deleted/altere d /modified in all material, physical or online, within the next six weeks.
 - (iii) Existing videos of the defendant which use the earlier trademarks “Times Coaching Centre/Future Coaching Centre” and are already uploaded/shared online can continue, however no new content will use the said trademarks, in any manner whatsoever, directly or indirectly.
8. Decree sheet be passed in the above terms.
9. It is made clear that the suit is disposed of strictly in terms of the settlement and this Court has made no determination on the merits of the matter.
10. Counsel for defendant shall file an undertaking in terms of the above settlement, which shall be supported by an affidavit, within a period of four weeks, with copy to the opposing side.
11. Accordingly, the suit is disposed of.
12. Order be uploaded on the website of the Court.

ANISH DAYAL, J

FEBRUARY 20, 2024/RK/rj