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

+ **CS(COMM) 158/2024 & I.A. 4164/2024**

HT MEDIA LIMITED

..... Plaintiff

Through: Mr. Vivek Ayyagari and Mr. Angad
S. Makkar, Advs.

versus

COOLBOOTS MEDIA PRIVATE LIMITED

..... Defendant

Through: Mr. Sumeet Lall, Mr. Nikhil Lal and
Ms. Palak Rawat, Advs.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

16.05.2024

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1. Parties have settled their disputes *vide* settlement agreement dated 01st May, 2024 arrived at before the Delhi High Court Mediation and Conciliation Centre. The terms of the settlement are extracted as under:



1. Without admission of any liability, the Second Party hereby agrees and undertakes to cease the use of the mark 'OUTSHINE' (word mark), 'OUTSHINE ACADEMY' (word mark) or any other mark that may be deceptively and/or confusingly similar to the mark 'SHINE', as well as the marks / logos  and  (device), or any mark to represent its resume building/ job/ recruitment services or online Job Portal or domain which contains the word 'SHINE' as a predominant part of its name in any manner whatsoever, in perpetuity.
2. In consonance with the above, in the event, the Second Party has filed any trade mark applications before the Trade Mark Registry in India, then the Second Party shall hereby undertake to withdraw any / such / and / or all trademark applications filed for the mark 'OUTSHINE' (word mark), 'OUTSHINE ACADEMY' (word mark) as well as the marks / logos  and  (device) and shall not pursue such applications for registration. If such trade mark applications have not been filed with the Trade Mark Registry in India, then the Second Party undertakes to not file any trademark applications for the mark



'OUTSHINE' (word mark), 'OUTSHINE ACADEMY' (word mark) as well as the marks / logos  and  (device) in the future.

3. The First Party hereby agrees that it has no objection upon the Second Party using the mark/logo/device  forming part of the aforementioned marks in any manner whatsoever in relation to any of its products and services as per the Second Party's discretion.
4. The Parties acknowledge and agree that the Second Party shall comply with the obligations stated in Clauses 1 and 2 within a reasonable period of six (6) months from the date of execution of the present Settlement Agreement.
5. Subject to Clause 1 & 4 above, neither Party will use the marks 'OUTSHINE', 'OUTSHINE ACADEMY',  and  as well as the domain names www.myoutshine.com and www.myoutshineacademy.com, in any manner whatsoever in perpetuity.
6. Notwithstanding anything contained to the contrary in this Settlement Agreement, the Parties acknowledge and agree that the Second Party will be entitled to make use of its existing promotional material as well as the marks 'OUTSHINE', 'OUTSHINE ACADEMY',  and  during the transition period of six (6) months set out in Clause 4 of the present Settlement Agreement. The Second Party agrees that such use of the marks 'OUTSHINE', 'OUTSHINE ACADEMY',  and , during the transition period of six (6) months, shall be in good faith and only to the extent necessary to facilitate a smooth transition for the Second Party to comply with the obligations stated in Clauses 1 and 2 of this Settlement Agreement.



2. The Court has perused the terms of the settlement and finds them to be lawful and acceptable.
3. In view of the same, the decree be passed in terms of the above settlement.
4. Decree-sheet be drawn up accordingly.
5. Parties shall be bound by the terms of the settlement.
6. In view of the above terms of settlement, plaintiff will be entitled to refund of 100% of Court Fees as per Section 16 of the Court Fees Act, 1870.
7. Registry is directed accordingly.
8. Suit is accordingly, disposed of. Pending applications, if any, are rendered infructuous.
9. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MAY 16, 2024/MK/na