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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 559/2022, I.A. 12865/2022, I.A. 15740/2022 & I.A.
14093/2023

DELHI PUBLIC SCHOOL SOCIETYPlaintiff

Through: Mr. Puneet Mittal, Sr. Adv. with Mr.
Rupendra Pratap Singh, Ms. Sakshi
Mendiratta and Ms. Sammeer Vatts,
Adv.
M: 9718346706

versus

M/S KRYPTON PROGRESSIVE EDUCATIONAL AND HEALTH
CARE TRUST & ORS.Defendants

Through: Mr. M.A. Niyazi and Mr. Arquam
Ali, Adv.
M: 9810413706
Email: niyazi786@gmail.com
Mr. Vikas Goel, Mr. Ritesh Sharma
and Mr. Harmanbir Singh Sandhu,
Adv.
M: 9654453326

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
23.10.2024

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1. The present suit has been filed under Sections 28 and 29, read with Sections 134 and 135 of the Trade Marks Act, 1999, for permanent injunction restraining infringement of trademarks and copyright, damages, etc.
2. The present suit has been filed for restraining the defendants from



unauthorizedly using the plaintiff's trademarks, Delhi Public School and DPS, as such use violates the plaintiff's trademark rights, constitute trademark infringement and cause significant harm to the plaintiff's reputation and goodwill.

3. This Court notes the submission made by learned counsel appearing for the defendants that the defendants have already stopped user of the name of their school from Delhi Public School and have adopted a new name for their school, i.e., Oxford International School.

4. This Court has already noted the submission made on behalf of CBSE that the CBSE has accepted the change of name of the school of the defendants to Oxford International School.

5. An affidavit of compliance already stands filed on behalf of the defendant.

6. This Court records the submission of learned counsel appearing for the defendants that the school of the defendant started only in the year 2019, pursuant to a Joint Venture Agreement with the plaintiff. However, the said Agreement was terminated in the year 2020, after which settlement talks were going on between the parties, which continued for considerable time.

7. Learned counsel appearing for the defendants further submits that after the *ex-parte* interim injunction was passed by this Court vide order dated 18th August, 2022, the defendants have immediately stopped user of the name of the plaintiff.

8. Learned counsel appearing for the defendants further undertakes that the defendants shall continue to run their school under the new name, i.e., Oxford International School and the defendants shall not adopt any name or mark that would infringe the trademark of the plaintiff.



9. Learned Senior Counsel while disputing the fact of settlement talks between the parties, expresses satisfaction with the undertaking given by learned counsel appearing for the defendant.
10. Learned Senior Counsel appearing for the plaintiff further submits that cost be granted in favour of the plaintiff, in view of the fact that the present suit has been pending since the year 2022 and the defendants have stopped the user of the plaintiff's trademark.
11. Considering the submission made before this Court, this Court is of the view that interest of justice shall be met if cost of ₹ 2 lacs is paid by the defendants to the plaintiff.
12. Let the needful be done within a period of two weeks.
13. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendants, in terms of prayers (a) to (e) of the plaint.
14. In view of the fact that the parties have arrived at a settlement and the plaintiff has accepted the undertaking of the defendants, the Registry of this Court is directed to issue a Certificate of refund of 50% of the Court Fees in favour of the plaintiff.
15. Decree sheet be drawn up.
16. The present suit, along with the pending applications, stands disposed of.

MINI PUSHKARNA, J

OCTOBER 23, 2024/kr