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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1127/2018, I.A. 12801/2018 & I.A. 7527/2024**

MR. SUNIL KATHURIA & ANR. Plaintiffs
Through: Ms. Sikha Sachdeva and Ms. Kriti
Rathi, Advocates.
versus

TRADE FAIR TIMES & ORS. Defendants
Through: Ms. Pragya Mishra, Advocate for
D-2.
Mr. Vishal Malhotra, Advocate for
D-3.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

% **ORDER**
04.04.2024

I.A. 7527/2024 (under Order XXIII Rule 3 read with Section 151 of CPC, 1908)

1. This joint application has been filed under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908 by plaintiffs and defendant no.2, placing terms of settlement on record.
2. The said application is executed by authorised signatories of the plaintiffs and defendant no.2 as well as countersigned by the respective counsel, and supported by affidavits.
3. The terms of settlement arrived at between the parties are as under:



- A. Subject to compliance by the Plaintiff of the provisions of these consent terms, Defendant No. 2 undertakes to this Hon'ble Court that the Defendant No. 2, their directors, partners, employees and assignees (a reference to assignees will hereinafter include any associated and/or group company of the Defendants) shall not celebrate/ open events/exhibitions in India under the SMART CITY EXPO INDIA brand owned by it until April 1, 2026. However, Defendant No. 2 shall be free to advertise/promote with effect from January 01, 2026, any events under the "SMART CITY EXPO INDIA" trade mark which they wish to recommence or celebrate or open in India after April 1, 2026;
- B. Subject to the Plaintiffs' compliance of the provisions of these consent terms and clause F set out below, the Defendant No. 2 shall within 2 weeks of execution of the present terms withdraw the opposition proceedings initiated before the Trade Marks Registry against the trade marks of the Plaintiffs', details of which are given below:



Sr. No.	Trade Mark	Appln. No.	Class	Appln. Date	Opp. Date
1.	Smart Cities India Expo	4009287	35	27/11/2018	19/04/2023
2.		2713628	41	07/04/2014	20/04/2023

C. Subject to compliance by the Defendant No. 2 of the provisions of these consent terms, the Plaintiffs, their directors, partners, employees and assignees (a reference to assignees will hereinafter include any associated and/or group company of the Plaintiffs), undertake to this Hon'ble Court, not to interfere with or obstruct the use in any manner or file any action whatsoever against the Defendant No. 2 in respect of use or application or registration of the trade mark/word "SMART CITY EXPO INDIA" and/or any other "SMART CITY EXPO INDIA" trade mark variant or any mark/word comprising of "SMART CITY EXPO" or any other place or a variant thereof by the Defendant No. 2 *inter-alia* for trade fairs, expos, exhibitions, advertisements, or any connected activities and/or in any other manner or services or products, after April 1, 2026 and after January 01, 2026 in respect of advertisements as contemplated in clause A above;

D. Subject to the Plaintiff's compliance with these consent terms, Defendant No. 2 undertakes not to interfere with the use of the trade mark "SMART



CITIES INDIA EXPO” and/or any other “SMART CITIES INDIA EXPO” trade mark variant by the Plaintiff *inter-alia* for trade fairs, exhibitions, advertisements and/or in any other manner for all times to come;

- E. The Plaintiff, the Defendant No. 2 and their respective directors, partners, employees and assignees (a reference to assignees will hereinafter include any associated and/or group company of the Plaintiffs/Defendants) undertake before this Hon’ble Court and agree, to co-exist in India, post April 1, 2026 with respect to their respective trade marks being SMART CITIES INDIA EXPO or any variant thereof (Plaintiff’s mark) and SMART CITY EXPO INDIA or any variant thereof (Defendant No. 2’s mark) and not use or apply for registration or claim rights in any manner whatsoever, on each other’s aforesaid marks or works comprising of the aforesaid marks;
- F. The Plaintiffs undertake to this Hon’ble Court that the Plaintiffs shall, **within 2 weeks** of signing the present consent terms, withdraw under intimation to Defendant No. 2, the oppositions filed by or through the Plaintiffs before the Trade Marks Registry against all trade marks of the Defendant No. 2 as set out below:



Sr. No.	Trade Mark	Appln. No.	Class	Appln. Date	Opp. Date
1.	SMART CITY EXPO INDIA	3893326	9, 35, 41	20/07/2018	27/05/2023
2.	SMARTCITY EXPO INDIA JAIPUR	3895584	9, 35, 41	20/07/2018	27/05/2023
3.	SMARTCITY EXPO JAIPUR	3916715	9, 35, 41	20/07/2018	27/05/2023

G. In view of the above representations by the Defendant No. 2, the Plaintiffs hereby undertake to this Hon'ble Court that the Plaintiffs forego all their claims made in these proceedings or in any other proceedings currently filed against the Defendant No. 2, with regard to the registration and/or use of the 'SMART CITY EXPO INDIA' trade mark (or any variant thereof) by Defendant No. 2, including all claims for accounts for profits, and will not file any proceedings in any court of law against the Defendant No. 2 pertaining to the subject matter of the present suit unless there is a violation and/or breach of the terms of this agreement by the Defendant No. 2.

4. Court has perused the terms of settlement and finds the same to be acceptable and lawful. In view of the same, nothing further survives for adjudication.
5. Parties undertake to be bound by the terms of settlement.
6. Accordingly, as regards defendant no.2, decree sheet be drawn up by



the Registry in terms of the above settlement.

7. Defendant no.1 was already proceeded *ex-parte vide* order dated 04th December, 2018. As regards, defendant no.1, decree sheet be drawn up by the Registry in terms of prayer A (i) of the suit.

8. As regards defendant no.3, counsel appears and states that they are merely involved in the execution of the events which were organized by defendant no.2 and therefore, only have a derivative role. Counsel for defendant no.3 states that he has not claimed any right on the impugned marks, to which defendant no.2 has claimed a right to and therefore, may be deleted from the array of the parties. Accordingly, defendant no.3 is deleted from the array of parties.

9. Decree Sheet be accordingly drawn up.

10. Since nothing survives for adjudication, the suit stands disposed of.

11. Pending applications, if any, are disposed of as infructuous.

12. Order be uploaded on the website of this Court.

ANISH DAYAL, J

APRIL 4, 2024/kct/rj