
(2023) 08 DEL CK 0258

In the Delhi High Court

Case No : Civil Suit (COMM) No. 370 Of 2023, I.A. No. 10773, 13598 Of 2023

Abhishek Jain (Trading As M/S Trip Planners)

APPELLANT

Vs

Trip Planners Holidays Private Limited

RESPONDENT

Date of Decision : 29-08-2023

Acts Referred:

Court Fees Act, 1870 — Section 16

Citation : (2023) 08 DEL CK 0258

Hon'ble Judges : C. Hari Shankar, J

Bench : Single Bench

Advocate : Aman Abbi, Himanshu Saluja

Final Decision : Disposed Of

Judgement

C. Hari Shankar, J

1. The disputes between the parties stand settled with the intervention of the Delhi High Court Mediation and Conciliation Centre.

2. Settlement agreement dated 28 August 2023 is on record.

3. The terms of settlement read thus:

"1. That the First Party is the sole and absolute owner of the trademark, 'Trip Planners'; and that the Second Party has no right, license or interest, of any kind whatsoever, in the name and mark 'Trip Planners'.

2. That the Second Party shall, on or before 31.12.2023, cease to use the name and mark, 'Trip Planners'; or any derivation of the same; in perpetuity, and in any and all manner. That the Second Party also undertakes to not use the name and mark 'Trip Planners'; or any derivation of the same; in any manner whatsoever, in the future (unless as permitted, for the time and period specified, in the present settlement agreement).

3. That the Second Party shall, on or before 31.12.2023, take the necessary

actions to completely stop, and thereafter remove or change (as applicable and as per the terms of this settlement agreement), the presence and use of the name or mark, 'Trip Planners' from; including, but not limited to; the following:

- a. Business and Trading name of the Second Party
- b. Website and Emails ID's of the Second Party
- c. Social Media handles and other online presence
- d. Any other mode of communication or marketing or offline, presence of the Second Party

4. The Second Party agrees and undertakes that, on or before 31.12.2023, it shall cease to use the name and/ or mark 'Trip Planners', from its social media handles; and thereafter (post 31.12.2023), shall duly remove or change the mark, 'Trip Planners' from both the name of the social media page, as well as the social media handle name. However, the Second Party may retain its posts, incorporating the name 'Trip Planners Holidays Pvt. Ltd.', posted on social media handles, up until 31.12.2023.

5. That the Second Party is free to use any name for the aforementioned points, as under law, except that name wherein the name and/ or mark, 'Trip Planners'; or any derivation of the same; is present.

6. That the Second Party is, permitted to use the term, 'formerly known as Trip Planners Holidays Pvt. Ltd.', along with its new business and trading name; and only for Legal Documents (as under the applicable statutory laws); only up to the period as specified under law. However, only for the sole purpose of 'online social media posts and marketing', the Second Party may use the term, 'formerly known as Trip Planners Holidays Pvt. Ltd.'; or its acceptable derivation; (alongside its trading and business names) up until 31.08.2024; and not thereafter.

7. That the domain 'www.tripplannersholidays.com' shall be closed by the Second Party, in entirety, on or before 31.12.2023. However, the Second Party may; post 31.12.2023, and up to 31.12.2024; may use the domain 'www.tripplannersholidays.com', only to forward web traffic to a newly acquired domain name by the Second Party. Moreover, under no circumstances, shall the Second Party make use or operate the domain 'www.tripplannersholidays.com' for advertising its business activities and promotional activities or for any other purpose other than that as aforesaid.

8. That the email suffix, '@tripplannersholidays.com' shall be closed/ not-used by the Second Party, in entirety, on or before 31.12.2023. However, the Second Party may; post 31.12.2023, and up to 31.12.2024; may use the email suffix '@tripplannersholidays.com', only to forward emails to a newly acquired email address whose suffix shall not make use of the name and mark 'Trip Planners'; or any derivation of the same; in any manner whatsoever. However, under no

circumstances, shall the Second Party make use or operate the email suffix '@tripplannersholidays.com' for any other purpose other than that as aforesaid.

9. That the Second Party shall, immediately, and upon the signing of the present settlement agreement, also withdraw or abandon its trademark application, for the impugned mark, 'Trip Planners Holidays Pvt. Ltd'; filed vide Trademark Application no. 4115974 dated 13.03.2019 in Class 39.

10. That the First Party shall not pursue its complaint (made vide letter dated 20.05.2022), made before the Registrar of Companies, against the Second Party.

11. That it is agreed between the parties that the present suit being CS (COMM.) 370/2023 may be decreed in terms of the present Settlement Agreement.

12. The Parties, on their own behalf, and on behalf of their respective agents, partners and assigns, undertake to abide by the terms and conditions of this settlement jointly and severally, irrevocably, absolutely and unconditionally and not to dispute the same at any time.

13. That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both sides undertake to abide by these terms.

14. In case the any party is found to be violating of any of the agreed terms of the above mentioned settlement; then the other party shall have the right to pursue legal proceedings against the infringing party to seek all possible remedies.

15. The present Settlement Agreement has been signed by the First Party himself and the duly authorized director of the Second Party. The Authorized Signatory of the Second Party confirms that he has been duly authorized to enter into this settlement agreement on behalf of the Second Party, and the present Settlement Agreement is binding on the Second Party and its Directors, servants, agents and assignees, shareholders in the business.

16. It is hereby agreed between the parties that in accordance with the mutually agreed terms of the present settlement agreement, no other dispute remains surviving between the First Party and the Second Party with the respect to instant present cause of action and therefore, subject to the terms of the present Settlement Agreement, neither Party shall initiate any further / other proceedings against the other Party in future in respect thereto.

17. All disputes and differences between the First Party and the Second Party stand settled in accordance with the terms of the Settlement Agreement with the respect to the cause of action qua the second party as enumerated in CS(COMM) 370/2023.

18. The parties to the present Settlement Agreement understand and confirm that the contents of this Agreement are strictly confidential and only for the

knowledge of the parties herein. The Second Party agrees and confirms that any breach whatsoever and howsoever, of the confidentiality of the present agreement, shall be deemed as a breach of the Agreement.

19. By signing this Settlement Agreement, the parties hereto state that they have no further claim or demands against each other, with respect to each other and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation:

20. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at the present Settlement Agreement in the presence of the Mediator.

21. The parties hereto state that they have no further claims, demands against each other as all the disputes and differences between the parties have been amicably settled hereto.

22. The parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

23. The parties agree that they shall appear before the Hon'ble court to make their statements in terms of the present Settlement Agreement.

24. The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under section 16 of the Court Fees Act, 1870."

4. The Court has perused the terms of settlement and find them to be lawful and in order.

5. Learned Counsel is present for the plaintiff and Mr. Himanshu Saluja, the director of the defendant is also present in person. They undertake to abide by the terms of settlement.

6. As such, nothing survives for adjudication in the present plaint.

7. The suit is accordingly disposed of in terms of the aforesaid settlement agreement dated 28 August 2023 by which the parties shall remain bound.

8. Let a decree sheet be drawn up by the Registry accordingly.

9. The plaintiff shall be entitled to refund of the court fees, if any, deposited by it.