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

+ **CS(COMM) 131/2022 & I.A. 15847/2022**

**SUPER CASSETTES INDUSTRIES PRIVATE
LIMITED**

..... Plaintiff

Through: Mr. Neel Mason, Mr. Ankit Rastogi,
Ms. Chamanpreet Kaur, Mr. Siddhart
Vardhman and Mr. Parva Khare,
Advocates. (M:9582921342)

versus

TATA MOTORS LIMITED

..... Defendant

Through: Mr. Sanjeev Sindhwani, Sr. Advocate
with Ms. Nandini Gore, Mr.
Yashwant Gaggar and Mr. Karanveer
Singh Anand, Advocates.
(M:8017092305)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% 26.09.2022

1. This hearing has been done through hybrid mode.
2. The present suit has been filed on behalf of the Plaintiff - Super Cassettes Industries Pvt. Ltd., seeking permanent injunction restraining infringement, passing off, rendition of accounts, damages, etc., against the Defendant - Tata Motors Ltd.
3. It is submitted by Id. Counsels for the parties today that the parties have settled their disputes amicably and an application under Order XXIII Rule 3 CPC has been jointly filed by the parties.
4. The terms of the settlement have been set out in paragraph 4(i) to 4(viii) of the application. The said terms are extracted hereinbelow:

“i. The Defendant along with its directors, sister concerns, executives, subsidiaries, subsequent

assignees, proprietors, partners, officers, servants and agents and all those acting for and on its behalf agrees and acknowledges the statutory rights of the Plaintiff in the trademarks "T-SERIES",



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and "T-Series" their variants thereof as set out in the plaint at paragraph 7, and undertakes not to challenge the validity or registration of the said marks;

ii. The Defendant along with its directors, sister concerns, executives, subsidiaries, subsequent assignees, proprietors, partners, officers, servants and agents and all those acting for and on its behalf agrees and acknowledges the common law rights of the Plaintiff in the trademarks "T-SERIES",



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and "T-Series" and their variants thereof that the Plaintiff has acquired by virtue of use and that by virtue of such use the marks "T-



SERIES”,

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“T-Series”

and *and their variants thereof have come to be exclusively associated with the Plaintiff and are well-known trade marks within the meaning of Trade Marks Act, 1999;*

iii. The Defendant along with its directors, sister concerns, executives, subsidiaries, subsequent assignees, proprietors, partners, officers, servants and agents and all those acting for and on their behalf undertake to this Hon’ble Court not to manufacture, sell, offer for sale, export, advertise, market and/or in any manner use directly or indirectly in relation to any products, goods or services, in any manner whatsoever, the marks “T.Series”, “T-SERIES” and

“T-Series”

and their variants thereof and/or any other mark deceptively similar mark to the Plaintiff s marks “T-SERIES” and

“T-Series”

and their variants thereof and/or do any other act amounting to infringement of Plaintiffs registered trademarks, passing off and/or dilution. Similarly, the Defendant states that it has neither manufactured, sold or offered to sell, exported, advertised, marketed and/or in any manner used

directly or indirectly in relation to any products, goods or services of the following marks of the Plaintiff i.e.,



and the Defendant does not intend to manufacture, sell, offer for sale, export, advertise, market and/or in any manner use directly or indirectly in relation to any products, goods or services, in any manner whatsoever of the above.

iv. The Defendant along with its directors, sister concerns, executives, subsidiaries, subsequent assignees, proprietors, partners, officers, servants and agents and all those acting for and on their behalf undertake to this Hon'ble Court that it will remove/takedown (and not just disable access/make private) all the content/URL(s) having reference to the Plaintiffs marks' "T-SERIES", and

***"T-Series"** and/or any other deceptively similar trademarks from its websites made available on the domain names www.tatamotors.com and <https://light-trucks.tatamotors.com/>, channels/pages on the social media platforms (such as www.facebook.com, www.twitter.com, www.youtube.com, www.instagram.com) and any other social media platforms under its control and not limit such removal/takedown to the content/URL(s) forming part of the suit papers within a period of 7 days of filing the present compromise application;*

v. The Defendant along with its directors, sister concerns, executives, subsidiaries, subsequent assignees, proprietors, partners, officers, servants and agents and all those acting for and on their behalf

undertake to this Hon'ble Court that it will remove/takedown/edit any third-party content/URL(s) having reference to the Plaintiff s marks "T-SERIES"

"T-Series"

and and/or any other deceptively similar trademarks in respect of Defendant's goods and/or services, campaigns, advertising material, literature etc.

vi. That the Plaintiff along with its directors, sister concerns, executives, subsidiaries, subsequent assignees, proprietors, partners, officers, servants and agents and all those acting for and on its behalf agrees and acknowledges the statutory rights of the Defendant in the marks



TATA

"TATA MOTORS"

and that the said marks are exclusively associated with the Defendant and are well-known marks within the meaning of Trademarks Act, 1999 and undertake not to challenge the validity and registration of said marks of the Defendant.

vii. The Plaintiff along with its directors, sister concerns, executives, subsidiaries, subsequent assignees, proprietors, partners, officers, servants and agents and all those acting for and on its behalf agrees and acknowledges the common law rights of the Defendant in the trademarks



including the variants,

viii. In consideration of the above acknowledgement and undertaking, the Plaintiff gives up its claim for rendition of accounts, damages etc. in terms of paragraph 45 (v), (vi) and (viii) of the Plaint.

5. As per the above terms, the Defendant has acknowledged the rights of the Plaintiff in the ‘T-Series/T.Series’ marks, and the Plaintiff has acknowledged the Defendant’s rights in the mark ‘T’, ‘Tata Motors’ and the Tata logo. They have also agreed not to challenge each other’s respective trademarks registrations. In addition, the Defendant has undertaken not to use the mark ‘T-Series/T.Series’, in respect of automobile products, and has also agreed to remove the content bearing the impugned marks on the website, and other online social media platforms.

6. The settlement application is supported by the affidavits of the parties, and is also signed by the Counsels for the parties. Respective board resolutions are also attached.

7. The Court has perused the terms of the settlement. The same are lawful. There is no impediment in recording the settlement. Parties and all

others acting for and on their behalf shall be bound by the terms of the settlement.

8. The suit is decreed in terms of paragraph 4(i) to 4(viii) of the settlement application. Decree Sheet be drawn. No orders as to costs.

9. In view of the settlement, the prayer for declaration made by the Plaintiff, for its marks 'T-Series /T.Series' to be declared as a well-known mark, is not being considered in the present case, and the Plaintiff is free to seek such a declaration in an appropriate case.

PRATHIBA M. SINGH, J.

SEPTEMBER 26, 2022

dj/ss