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

+ CS(COMM) 671/2022 & I.A. 15836/2022, I.A. 1660/2023

LIVE LAW MEDIA PVT LTD Plaintiff
Through: Mr. Madhav Aggarwal, Adv.
for Ms. Vrinda Bhandari, Adv.

versus

M/S TIYA LAW LIBRARY & ORS. Defendants
Through: Mr. Sanjeev Kumar Sharma,
Defendant 2 (in person)

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR

J U D G M E N T (O R A L)

% **27.01.2023**

I.A. 1660/2023

1. The dispute between the parties stands amicably resolved. The terms of settlement stand set out in IA 1660/2023, which has been filed under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC), for decreeing the suit in terms of the settlement.

2. The terms of settlement read thus:

“3. That during the pendency of the above suit, the Plaintiff and Defendant Nos. 1 and 2 have arrived at an amicable resolution of the disputes as per the following terms & conditions:

(i) That Defendant Nos. 1 & 2 acknowledge that the Plaintiff runs an online legal news portal, www.livelaw.in/



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Law**.in/

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which covers significant legal developments in courts and tribunals in India; international legal developments; legal events; publicizes legal job opportunities; broadcasts real-time updates of court proceedings (both on Twitter and via its Websites/App); analyses landmark judgments, significant legal provisions,

contemporary issues, and legal concepts; and publishes columns and Op-eds.


(ii) That Defendant Nos. 1 and 2 acknowledge that the Plaintiff is the prior adopter and prior user of the

mark/brand name/logo/device 'LIVE LAW' /  since the year 2013, in respect of a legal services, and enjoys all vested and exclusive rights in the trademark 'LIVE LAW' / .

(iii) That Defendant Nos. 1 and 2 acknowledge and recognise the Plaintiff to be the owner of the registered

mark/brand name/logo/device "LIVELAW" / , in respect of a legal services, and enjoys all vested and exclusive rights in the trademark "LIVELAW" /  and that their use of the mark, 'LIVELAW.INFO' and the domain name, <https://livelaw.info> is violative of the Plaintiff's rights in the mark 'LIVE LAW'.

(iv) That Defendant Nos. 1 and 2 admit and agree that they are permanently restrained from using the mark 'LIVE

LAW' /  as a trade mark or trade name or any other mark which is identical or deceptively similar there to. They are also permanently restrained from using the same as part of the of the domain name livelaw.info/ and email addresses i.e., 'livelaw19@yahoo.com', 'livelaw31@rediffmail.com', 'admin@livelaw.info', and 'livelaw21@rediffmail.com', or any other email addresses or domain names, consisting of the mark/name 'LIVE LAW', or any other mark/name deceptively/confusingly similar to the Plaintiff's mark 'LIVE LAW'

(v) That Defendant No. 1 & 2 agree and undertake to discontinue/delete/remove, within a week's time from the signing of this application, the use of:


a. the domain name, <https://livelaw.info/> and transfer the same in favour of the Plaintiff;

b. email id(s) using the name or handle 'LiveLaw' or any other mark/name deceptively/confusingly similar to the Plaintiff's

mark 'LIVE LAW', including but not limited to livelaw31@rediffmail.com; livelaw21@rediffmail.com; admin@livelaw.info; livelaw19@yahoo.com

c. all social media accounts using the name or handle 'LiveLaw' or any other mark/name deceptively/confusingly similar to the Plaintiff's mark 'LIVE LAW', including but not limited to the Twitter handle '@Livelawinfo' (URL: <https://twitter.com/livelawinfo>) and the Facebook account, with the name 'Live Law Info' (URL: <https://www.facebook.com/Live-Law-Info-100532252770903>).


(vi) That Defendant Nos. 1 and 2 also undertake that they will not use any trademark, trade name and/or domain name, the use of which will, in any manner, amount to infringement or passing off

or dilution of the wellknown trademark "LIVELAW/" of the Plaintiff.

(vii) That Defendant Nos. 1 and 2 undertake that they have not filed any trademark application before the Trade Marks Registry for any trademark which may be similar to the Plaintiff's trademarks and undertake never to file any applications for the same.

(viii) That Defendant Nos. 1 and 2 further undertake to destroy all promotional material like signage, hoardings, trade literature etc. lying with them relating to the trademark

"LIVELAW/ and would also remove all references of the

trademark LIVELAW/ from their website(s), emails and from third party websites and social media platforms which belongs to the plaintiff within a week's time from the signing of the present settlement application.

(ix) In consideration of the above undertakings by Defendant No. 1 and 2, and in consideration of the Plaintiff agreeing to dispose of the present suit in terms of the present compromise, Defendant Nos. 1 and 2 agree to pay a sum of Rs.40,000/- (Rupees Forty Thousand Only) to the Plaintiff in a form of Demand Draft/cheque/RTGS/cash. The Defendant No. 1 and 2 shall hand over the said amount to the Plaintiff's Counsel at the time of the recording of the present compromise before this Hon'ble Court.

(x) That Defendant Nos. 1 and 2 undertakes not to commit any breach of any of the undertakings in this memorandum of compromise in future in any manner whatsoever. Should the Defendant Nos. 1 and 2 be found in breach of the present Agreement at any future date, they agree to pay a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only).

(xi) That the Defendant Nos. 1 and 2 have no objection if the present suit may be decreed against them in terms of para (a), (b), (c), (d), (e), and (h) of the prayer.”

3. Mr. Sanjeev Kumar Sharma, Defendant 2 and the owner of Defendant 1, is present in person. He has brought with him a demand draft of ₹ 40,000/- (Rupees Forty Thousand Only) to be handed over to the plaintiff, in terms of clause (ix) of the aforesaid terms of settlement.

4. The demand draft has been handed over to Mr. Madhav Aggarwal, learned Counsel for the plaintiff, in court.

5. The prayer clause in the suit reads thus:


“Therefore, the Plaintiff prays for the following reliefs to be granted by this Hon’ble Court:

a. An order for permanent injunction restraining Defendant Nos. 1 and 2, their owners/ partners, proprietors, promoters, officers, servants, employees, agents and all others in capacity as principal or agent acting for and on its behalf, or anyone claiming through, by, or under it, from, in any manner web-hosting/publishing/distribution, website development, domain registration, email account operation, content management, search engine optimisation, customer relationship management, social networking, and any other services, in addition to selling, advertising (including sponsored Ads/ AdWords etc), directly or indirectly dealing in products or services consisting of the names/marks ‘Live Law’, ‘Livelaw.info’; any other mark consisting of the words ‘Live Law’ or ‘Livelaw’; or, any other names/marks that are identical or deceptively similar to the Plaintiffs’


registered trademark “**Live Law**.in and its variants thereof,

including on its website, social media, and content sharing platforms such as Facebook, Twitter, Instagram, YouTube, email, or in any other mode or medium which amounts to infringement of the Plaintiff's statutory and common law rights in its trademark;

b. An order for permanent injunction restraining Defendant No. 1 and 2, their owners/ partners, proprietors, promoters, officers, servants, employees, agents and all others in capacity as principal or agent acting for and on its behalf, or anyone claiming through, by, or under it, from web-hosting/publishing/distribution, website development, domain registration, email account operation, content management, search engine optimisation, customer relationship management, social networking, and any other services, in addition to selling, advertising (including sponsored Ads/ AdWords etc), directly or indirectly dealing in products or services consisting of the names/marks 'Live Law', 'Livelaw.info' or any other names/marks that are

identical or deceptively similar to the Plaintiffs'  and its variants thereof, including on its website, social media, and content sharing platforms such as Facebook, Twitter, Instagram, YouTube, email, or in any other mode or medium which amounts to passing off their services as those of the Plaintiff or doing business in a manner as may suggest a connection or association with the Plaintiff;

c. An order of permanent injunction restraining Defendant Nos. 1 and 2, their owners/ partners, proprietors, promoters, officers, servants, employees, agents and all others in capacity as principal or agent acting for and on its behalf, or anyone claiming through, by, or under it, from engaging in any activity amounting to dilution of the

Plaintiff's ", registered trademark " and its variants thereof in any manner whatsoever;

d. A decree of mandatory injunction directing Defendant Nos. 1 and 2 to deactivate/ take down the impugned website livelaw.info; the domain name; and all/any of its contents and the impugned email id(s) livelaw31@rediffmail.com, admin@livelaw.info, and livelaw19@yahoo.com depicting the impugned mark or any other mark or trade mark deceptively similar to the Plaintiff's registered trademark "LIVE LAW" inter alia, in any manner whatsoever, in relation to any services, including its social media platforms, which amounts to

infringement/passing off/dilution of the Plaintiff's trademark;

e. An order for a transfer, in favour of the Plaintiff, of the impugned domain name "www.livelaw.info" and/or any other domain name owned by Defendant No. 1 and/or Defendant No. 2 comprising the Plaintiff's trademark "LIVE LAW" or any other mark being deceptively similar thereto;

f. An order for delivery up for destruction upon oath of all infringing products, product packaging, advertising material, stationery, wrappers, stickers, product literature, banners, hoardings, containers, cartons, boxes, blocks, dies and any other material bearing the Plaintiff's trademarks for the purposes of erasure/destruction;

g. An order for a rendition of accounts of profits directly or indirectly earned by Defendant Nos. 1 and 2 on account of the use of the trademark "LIVE LAW", and a decree for the amount so found due to be passed in favour of the Plaintiff;

h. An order directing Defendant Nos. 1 and 2 to disclose to the Plaintiff any application filed/ pending for registration of the Impugned Mark or any other mark deceptively similar to the Plaintiff's Registered Trademark filed by Defendant No. 1 and/or Defendant No. 2;

i. An order directing Defendant Nos. 3-10, their directors, partners, proprietors, officers, affiliates, servants, employees, and all others in capacity of principal or agent acting for and on their behalf, or anyone claiming through, by or under it, to block access to the Defendant No. 1's website identified by the Plaintiff in the instant suit (and such other mirror/redirect/alphanumeric websites discovered to provide additional means of accessing Defendant No.1's website, and other domains/domain owners/website operators/entities which are discovered to have been engaging in infringing upon the Plaintiff's exclusive rights); and

j. Declaration that the Plaintiff's trademark "Live Law" has acquired the status of a well known mark

k. An order for costs in the present proceedings

Pass any further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and in the interests of justice."

6. Mr. Madhav Aggarwal, on behalf of his client and Mr. Sanjeev Kumar Sharma, Defendant 2 who is present in court, agree to abide by the terms and conditions which shall, therefore, remain binding on them.

7. In accordance with para 3 (xi) of the terms of settlement, the suit stands decreed in terms of prayers (a), (b), (c), (d), (e), and (h) in the suit.

8. The Registry is directed to draw-up a decree sheet accordingly.

JANUARY 27, 2023

dsn

C. HARI SHANKAR, J.

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