

6/28/22, 1:27 PM



Shree Kunj Bihariji Group <shreekbgroup@gmail.com>

उ०प्र० भू-सम्पदा विनियामक प्राधिकरण (उ०प्र० रेरा) में भू-खण्ड संख्या Plot No. C-01,02 Sector Knowledge Park-02, Greater NOIDA, Gautam Buddha Nagar, Uttar Pradesh, PIN-201310 में Shree Kunj Bihariji Infracon Pvt. Ltd. द्वारा विकसित की जा रही परियोजना KB India Mart (UPRERAPRJ151218) का नाम परिवर्तित किये जाने के संबंध में।

2 messages

Shree Kunj Bihariji Group <shreekbgroup@gmail.com>
To: contactuprera@up-rera.in

Mon, Jun 20, 2022 at 3:41 PM

Respected Sir,

Greetings of the Day.

We are hereby sending you an enclosed Letter of KB India Mart Project (UPRERAPRJ151218).

A copy of the said Letter has already been sent to Hon'ble Regulatory Authority; Lucknow and Greater NOIDA through Speed post vide acknowledgement No. **EU679771764IN** dated 20.06.2022.

Regards,

Ashish Kumar Gupta
(Director)

Mobile No.- 9811267073

Email id.- shreekbgroup@gmail.com

 Letter to UP RERA.pdf



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* Indicates a required field.

* Consignment Number

EU679771764IN

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Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
Knowledge ParkI SO	20/06/2022 12:45:25	226007	70.80	Inland Speed Post	New Hyderabad SO	23/06/2022 15:47:25

Event Details For : EU679771764IN

Current Status : Item Delivery Confirmed

Date	Time	Office	Event
23/06/2022	15:47:25	New Hyderabad SO	Item Delivery Confirmed
23/06/2022	12:59:13	New Hyderabad SO (Beat Number:3)	Item Delivered [To: rera (Addressee)]
23/06/2022	08:58:47	New Hyderabad SO	Out for Delivery
23/06/2022	08:34:12	New Hyderabad SO	Item Received
23/06/2022	05:56:19	Lucknow NSH	Item Dispatched
23/06/2022	05:05:39	Lucknow NSH	Item Bagged
23/06/2022	01:58:09	Lucknow NSH	Item Received
22/06/2022	22:12:10	MA Lucknow RMS	Item Dispatched
22/06/2022	22:06:40	MA Lucknow RMS	Item Received
21/06/2022	04:35:11	Ghaziabad NSH	Item Dispatched
21/06/2022	04:31:22	Ghaziabad NSH	Item Bagged
20/06/2022	22:03:02	Ghaziabad NSH	Item Received
20/06/2022	15:28:47	Knowledge ParkI SO	Item Dispatched
20/06/2022	14:28:23	Knowledge ParkI SO	Item Bagged
20/06/2022	12:45:25	Knowledge ParkI SO	Item Booked

Home

सेवा में,

दिनांक- 17-06-2022

श्रीमान सचिव महोदय,
उत्तर प्रदेश भू-सम्पदा विनियामक प्राधिकरण
नवीन भवन, राज्य नियोजन संस्थान,
कालाकांकर हाऊस, पुराना हैदराबाद,
लखनऊ, उत्तर प्रदेश।

विषय- उ०प्र० भू-सम्पदा विनियामक प्राधिकरण (उ०प्र० रेरा) में भू-खण्ड संख्या Plot No. C-01,02 Sector Knowledge Park-02, Greater NOIDA, Gautam Buddha Nagar, Uttar Pradesh, PIN- 201310 में Shree Kunj Bihariji Infracon Pvt. Ltd. द्वारा विकसित की जा रही परियोजना KB India Mart (UPRERAPRJ151218) का नाम परिवर्तित किये जाने के संबंध में।

महोदय,

परियोजना KB India Mart (UPRERAPRJ151218) प्रमोटर कम्पनी Shree Kunj Bihariji Infracon Pvt. Ltd. द्वारा उ०प्र० भू-सम्पदा विनियामक प्राधिकरण (उ०प्र० रेरा) में पंजीकृत करा कर विकसित की जा रही है। प्रमोटर द्वारा उक्त परियोजना का नाम KB India Mart अपने स्वयं के विवेक से निर्धारित किया गया था।

कालान्तर में उक्त परियोजना का नाम एक अन्य संस्था India Mart से मेल खा गया, जिसके चलते उक्त कम्पनी ने विषयक परियोजना के नाम को लेकर आपत्ति करते हुए, माननीय उच्च न्यायालय, नई दिल्ली में वाद संख्या CS (COMM) 232/2022 India Mart Intermesh Limited बनाम Jindal Alfatech Reality Private Limited, दर्ज किया।

उपरोक्त वाद की सुनवाई के दौरान ही उक्त वादी एवं प्रतिवादी संस्थाओं के बीच आपसी समझौते के आधार पर यह सहमति बनी कि, वादी उक्त वाद को वापस ले लेगा तथा आपसी सहमति की शर्तों के अनुसार दोनों पक्ष अपने - अपने दायित्वों का निर्वहन करेंगे। (सहमति पत्र की छायाप्रति संलग्न)

उक्त आपसी सहमति की शर्तें लिखित रूप में मानते हुए दोनों पक्षों ने दिनांक 01.06.2022 को इस सहमति पत्र पर हस्ताक्षर किये।

उक्त सहमति पत्र को दोनों पक्षों द्वारा माननीय उच्च न्यायालय, नई दिल्ली के समक्ष संयुक्त आवेदन संख्या I.A. 9502/2022 के माध्यम से प्रस्तुत करते हुए उक्त वाद को आपसी सहमति के आधार पर वापस किये जाने का आग्रह किया।

Shree Kunj Bihariji Infracon Pvt. Ltd.



Director

वादी एवं प्रतिवादी पक्ष के उक्त संयुक्त आवेदन का सज्ञान लेते हुए माननीय उच्च न्यायालय, नई दिल्ली ने अपने आदेश दिनांक 03.08.2022 में दोनों पक्षों द्वारा दी गई आपसी सहमति के आधार पर वाद वापस लिए जाने के उपरोक्त आवेदन का सज्ञान लिया। (माननीय उच्च न्यायालय, नई दिल्ली के आदेश दिनांकित-03.08.2022 की छायाप्रति संलग्न)

उक्त आदेश के प्रस्तर-15 में माननीय उच्च न्यायालय द्वारा निम्न टिप्पणी की गई है:-

"The Court has perused the application. The terms are Lawful. There is no impediment in recording the same. The suit is, accordingly, decreed in terms of terms and conditions contained in paragraphs A, B and C of the application as also in terms of paragraph 63 (a) to (d) of the plaint."

उपरोक्त प्रस्तर में यह स्पष्ट है कि, माननीय उच्च न्यायालय, नई दिल्ली ने दोनों पक्षों के संयुक्त आवेदन का सज्ञान लेते हुए सहमति की शर्तों को विधिसंगत मानते हुए वाद को उक्त आवेदन के प्रस्तर A, B and C तथा वाद पत्र के प्रस्तर- 63 (a) to (d) के अनुसार Decree करने के आदेश पारित किये हैं।

उपरोक्त क्रम में दोनों ही पक्षों के आपसी सहमति पत्र के प्रस्तर C(K) में निम्न उल्लेखित है:-

"The name of the project of the Defendant Nos. 1-4 shall be read and written as KB MART instead of KB India Mart wherever required. The Plaintiff agrees and acknowledges that the Plaintiff has no objection to the same."

माननीय उच्च न्यायालय, नई दिल्ली के आदेश दिनांकित 03.08.2022 के प्रस्तर 15 के अनुसार सहमति पत्र की धारा-C(K) पूर्ण रूप से वैधानिक है, जिसके क्रम में माननीय उच्च न्यायालय, नई दिल्ली का प्रतिवादी 1 ता 4 को यह आदेश प्राप्त है कि, जहाँ कहीं भी प्रतिवादी द्वारा KB India Mart लिखा गया है, उसके स्थान पर वह केवल KB Mart का प्रयोग करने के लिए स्वतंत्र हैं।

माननीय उच्च न्यायालय के उक्त आदेश अनुसार अब प्रमोटर के सभी अभिलेखों में KB India Mart के स्थान पर KB Mart लिखा व पढ़ा जायेगा।

Shree Kunj Bihariji Infracon Pvt. Ltd.



Director

माननीय उच्च न्यायालय के उपरोक्त आदेश के आलोक में आपसे निवेदन है कि, कृपया विषयक परियोजना का नाम अपने अभिलेखों में KB India Mart के स्थान पर KB Mart दर्ज कर यू0पी0 रेंस पोर्टल पर अपलोड करने का कष्ट करें।

सधन्यवाद।

Shree Kunj Bihariji Infracon Pvt. Ltd.

Shree Kunj Bihariji Infracon Pvt. Ltd.

(आशीष कुमार गुप्ता)  Director
(निदेशक)

मो0 नं0- 9811267073

ई0मेल आई0डी0- shreekbgroup@gmail.com

संलग्नक- उपरोक्तानुसार।

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORDINARY ORIGINAL COMMERCIAL JURISDICTION)
CS (COMM.) NO. 232 OF 2022
CODE: 36017 & 36017.01

IN THE MATTER OF:

Indiamart Intermesh Ltd.

...Plaintiff

Versus

Jindal Alfatech Realty Private Limited & Ors

...Defendants

MEMO OF PARTIES

Indiamart Intermesh Limited
1st Floor,
29- Daryaganj,
Netaji Subhash Marg,
New Delhi – 110002
neeraj@indiamart.com

Also at:

6th floor, Tower 2,
Assotech Business Cresterra,
Plot No.22, Sec 135,
Noida-201305, Uttar Pradesh, India.
Phone: +91 – 120 – 6777777

Versus

Jindal Alfatech Realty Private Limited
E-205SF, Alpha 1 Neelkanth Plaza
Greater Noida Gautam Buddha Nagar,
Uttar Pradesh, 201308 India

...Defendant No. 1

Shree Kunj Bihariji Infracon Private Limited
32/29 G/F BLOCK-32 TRILOKPURI,
Near Block-27, East Delhi,
Delhi – 110091, India.

...Defendant No. 2

Shree Kunj Bihariji Infratech Private Limited
H.No. 32/29, Trilok Puri, Delhi East
Delhi – 110091, India.

...Defendant No.

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Shree Kunj Bihariji Construction Private Limited
House no - 32/29, Trilokpuri Delhi East
Delhi - 110091, India.

...Defendant No. 4

GoDaddy.com, LLC
14455 North Hayden Road, Suite 219
Scottsdale, AZ 85260
United States

...Defendant No. 5

Place: New Delhi

Date: 9th April 2022

Vaarith
D/5472/17

Vaarith K. Sawlani | Sudarshana MJ
(D/5472/2017) | (KAR/935/2020)
Saikrishna and Associates
Advocates for the Plaintiff
57, Jor Bagh, New Delhi, 111003
sudarshana@saikrishnaassociates.com
+ 91 9481339460



NOTE - DEFENDANT NOS. 1 - 4 ARE THE MAIN CONTESTING DEFENDANTS:

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IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORDINARY ORIGINAL COMMERCIAL JURISDICTION)

I.A. NO. ____ OF 2022

IN

C.S. COMM NO. 232 OF 2022

IN THE MATTER OF:

Indiamart Intermesh Limited

...Plaintiff

Versus

Jindal Alfatech Realty Private Limited & Ors

...Defendants

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Sudarshana

Place: New Delhi
Date: 01st June 2022

Sudarshana MJ (KAR/935/2020)
Counsel for the Plaintiff
Saikrishna and Associates
57, Jor Bagh New Delhi
sudarshana@saikrishnaassociates.com
+91 9481339460

NOTES:

1. This is a Joint Application on behalf of the Plaintiff and the Defendant Nos. 1 to 4. Hence service is not required on Defendant Nos. 1 to 4 and the Application may be listed as

Defendant Nos. 1 to 4 are the main contesting parties.



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IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORDINARY ORIGINAL COMMERCIAL JURISDICTION)

I.A. NO. ___ OF 2022

IN

C.S. COMM NO. 232 OF 2022

IN THE MATTER OF:

Indiamart Intermesh Limited

...Plaintiff

Versus

Jindal Alfatech Realty Private Limited & Ors

...Defendants

COURT FEES



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IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORDINARY ORIGINAL COMMERCIAL JURISDICTION)

I.A. NO. ___ OF 2022

IN

C.S. COMM NO. 232 OF 2022

IN THE MATTER OF:

Indiamart Intermesh Limited

...Plaintiff

Versus

Jindal Alfatech Realty Private Limited & Ors

...Defendants

URGENT APPLICATION

To,

The Registrar

High Court of Delhi

Sir,

1. Will you please treat the accompanying Joint Application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, as urgent and list the Joint Application before the Hon'ble Court on **03rd June 2022, Friday**.
2. The present suit has been filed by the Plaintiff seeking, *inter alia*, a permanent injunction restraining the Defendant Nos. 1 to 4 from infringing the Plaintiff's INDIAMART marks (word and device) by using the trademarks 'INDIAMART',



KB INDIAMART', 'IndiaMart' and



' for their upcoming commercial real e-state project.

3. That during the pendency of the suit, the Parties have amicably resolved the present suit as per the terms set forth in the accompanying Joint Application. It is thus prayed that

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Under Section 70 of
Indian Evidence Act

the Joint Application may be listed before the Hon'ble Court on 03rd June 2022, Friday, in order to ensure that the suit is decreed as per the terms of settlement on the earliest possible occasion.

The ground of urgency:

As prayed.



Place: New Delhi

Date: 01st June
2022

Sudarshana MJ (KAR/935/2020)

Counsel for the Plaintiff

Saikrishna and Associates

57, Jor Bagh New Delhi

sudarshana@saikrishnaassociates.com

+91 9481339460



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IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORDINARY ORIGINAL COMMERCIAL JURISDICTION)

I.A. NO. ____ OF 2022 I.A.-9502/2022

IN

C.S. COMM NO. 232 OF 2022

IN THE MATTER OF:

Indiamart Intermesh Ltd ...Plaintiff

Versus

Jindal Alfatech Realty Private Limited & Ors ...Defendants

**JOINT APPLICATION UNDER ORDER XXIII RULE III
READ WITH SECTION 151 OF THE CODE OF CIVIL
PROCEDURE, 1908**

1. The present suit has been filed by the Plaintiff seeking, *inter alia*, a permanent injunction restraining the Defendant Nos. 1 to 4 from infringing the Plaintiff's INDIAMART marks (word and device) by using the trademarks 'INDIAMART',

KB

'KB INDIAMART', '**IndiaMart**' and



KB
IndiaMart
Just What You Need

' for their upcoming commercial real estate project.

On 12th April 2022, this Hon'ble Court was pleased to pass an *ad-interim ex-parte* injunction ("*ad-interim Injunction*"), *inter alia*, restraining the Defendant Nos. 1 to 4, from infringing / passing off the Plaintiff's INDIAMART marks. The *ad-interim* Injunction is still in force as on date of filing the present Application.

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3. Subsequent to the passing of the *ad-interim* injunction by this Hon'ble Court, the counsel for the Defendant Nos. 1 to 4 approached the counsel for the Plaintiff with a view to amicably settle the present suit. Accordingly, the Plaintiff and the Defendant Nos. 1 to 4 have agreed to settle their dispute, as per the terms set out hereinafter. For convenience, the Plaintiff and the Defendant Nos. 1 to 4 are referred to as "Parties".

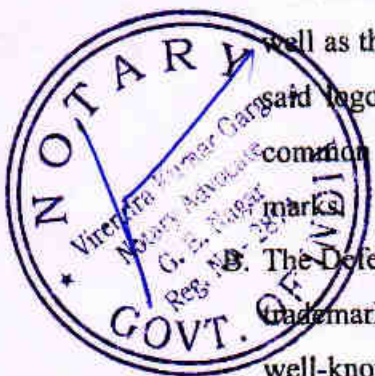
TERMS OF SETTLEMENT:

- A. Defendant No. 1 - 4 acknowledges the statutory rights of the Plaintiff in the valid and registered trademarks "INDIAMART" and in the device marks / logos



, (hereinafter "**INDIAMART marks**") as

well as the copyright subsisting in the artistic works of the said logos. Defendant Nos. 1 to 4 also acknowledge the common law rights of the Plaintiff in the INDIAMART marks.



- B. The Defendant Nos. 1 to 4 acknowledge that the Plaintiff's trademarks 'INDIAMART' (both word and device) are well-known trademarks as per Section 2(1)(zg) and Section 11 of the Trade Marks Act, 1999, and acknowledge that the use of INDIAMART marks by any person, for any class of goods or services, shall constitute an infringement of the Plaintiff's rights in the 'INDIAMART' marks.

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C. Defendant No. 1- 4 agree and undertake to suffer a permanent injunction in terms of Prayer clauses 63(a) to (d) of the Plaint, as captured below:

- a) Defendant No. 1 - 4 agree and undertake not to use, in any manner whatsoever, either by themselves or through their associates, partners, agents, franchisees, representatives, servants, licensees and all others acting for and on their behalf, or anyone claiming through Defendant Nos. 1 to 4, from, in any manner whatsoever the marks 'INDIAMART', 'KB INDIAMART',

KB
IndiaMart
Small Text Below Logo

KB
IndiaMart

or any deceptive variant thereof, which is identical to or deceptively and confusingly similar to the Plaintiff's "INDIAMART" marks, in respect of their services or any other products or services, online and/or physical, or in any manner whatsoever;

Defendant No. 1 - 4 agree and undertake not to, either by themselves or through their associates, partners, agents, franchisees, representatives, servants, licensees and all others acting for and on their behalf, or anyone claiming through Defendant Nos. 1 to 4, directly or indirectly reproduce and/or use the artistic work vested in the artistic representation of the logos



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High Court of Delhi
Authorized Under Section 70 of
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indiamart.com

comprising the colour combination, get-up, layout, arrangement of matter, in any manner, thereby amounting to the infringement of the copyright of the Plaintiff residing in the artistic work;

- c) Defendant Nos. 1 – 4 agree and undertake to, either themselves or through, their associates, partners, agents, franchisees, representatives, servants, licensees and all others acting for and on their behalf, or anyone claiming through Defendant Nos. 1 to 4, remove any form of advertisement such as billboards, hoardings, promotional posters or other such promotional material wherein the mark 'INDIAMART' or any deceptive variant thereof has been used by Defendant Nos. 1 to 4, and destroy such material within 15 days from the date of signing the present Application;
- d) Defendant Nos. 1 - 4 agree and undertake, either themselves or through, their associates, partners, agents, franchisees, representatives, servants, licensees and all others acting for and, on their behalf, or anyone claiming through Defendant Nos. 1 to 4, to file appropriate applications/forms etc. as may be required, before the concerned authority to change the name of their up-coming real-estate project 'KB Indiamart'.
- e) Defendant No. 1 – 4 agree and undertake to transfer the domain name 'www.kbindiamart.com' and 'www.kbindiamart.in' and any other domain name



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High Court of Jammu
Authorized Under Section 70 of
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registered by the Defendant No. 1 - 4 that is identical / deceptively similar to the Plaintiff's domain name 'www.indiamart.com' of the Plaintiff, to the Plaintiff. Further, Defendant No. 1-4 agree and undertake not to register and/or use any other domain names which involve the "INDIAMART" marks (in any manner whatsoever) henceforth.

- f) Defendant No. 1 - 4 agree and undertake to pay rupees INR 5,00,000/- (Rupees five lakhs only) to the Plaintiff, to reimburse the legal expenses incurred by the Plaintiff in instituting the present Suit and towards the payment of the Local Commissioner's fee. The Defendant Nos. 1 to 4 further agree to make the said payment of INR 5,00,000/- through online transfer and share proof of such transfer prior to the listing of the present Application before Court.
- g) Defendant No. 2 agrees and undertakes to withdraw its Application for registration of the trademark 'KB IndiaMart' with Application No. 5206481 filed before the Trade Marks Registry, Delhi, within 15 days of signing the present Application and inform the Plaintiff of the same.
- h) Plaintiff agrees and undertakes to give up its claim for damages and rendition of accounts of profits, in terms of Prayer clauses 63(j) of the Plaint.
- i) Plaintiff acknowledges that the Defendant Nos. 1 - 4, have effectively complied with the Order dated 12th



**KB
IndiaMart**

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April, 2022 and/or there is no further relief sought against such Defendants.

- j) That it is agreed between the parties that the Plaintiff shall seek disposal of the present suit bearing CS (COMM.) 232 /2022 in terms of the instant Settlement Agreement.
 - k) The name of the project of the Defendant Nos. 1 - 4 shall be read and written as KB MART instead of KB India Mart wherever required. The Plaintiff agrees and acknowledges that the Plaintiff has no objection to the same.
 - l) It is agreed between the parties that any breach / default of any condition set forth hereinabove would be a material default / breach of the Settlement Agreement and the parties would be entitled to remedies as per law.
 - m) The parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the instant Settlement Agreement and not to dispute the same hereinafter in future. The terms of the instant Settlement Agreement are reciprocal in nature and shall be binding on both the parties.
5. That the authorized signatories of the respective Parties to the present Application are fully competent and authorized to enter into the present Settlement.
 6. It is agreed between the Parties that nothing in the instant Application shall affect the Plaintiff's right to institute or avail any remedies for:



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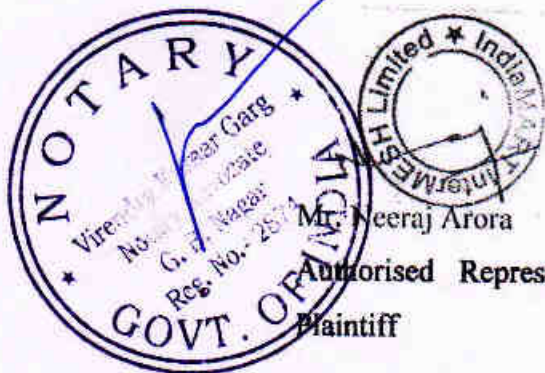
- a) Infringement of the Plaintiff's intellectual property rights which do not form the subject matter of the instant suit.
- b) Violation of the terms of the present settlement terms.

PRAYER

7. It is therefore prayed that this Hon'ble Court may be pleased to:

- a) Decree the present suit in accordance with the Terms of Settlement set-forth hereinabove and the prayers in the Plaint at paragraphs 63(a) to 63(d),
- b) Record the Terms of Settlement set-forth hereinabove as part of the decree,
- c) Pass any other / further orders as this Hon'ble Court may deem fit and proper in the present matter.

It is prayed accordingly.



Mr. Neeraj Arora

Authorised Representative of the
Plaintiff


Mr. Ashish Kumar Gupta

Authorised
representative of
Defendant No. 1

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Mr. Ashish Kumar Gupta

Authorised representative of

Defendant No. 2



Mr. Ashish Kumar Gupta

Authorised

representative of

Defendant No. 3



Mr. Ashish Kumar Gupta

Authorised representative of

Defendant No. 4

Place New Delhi

Date: 01st June 2022



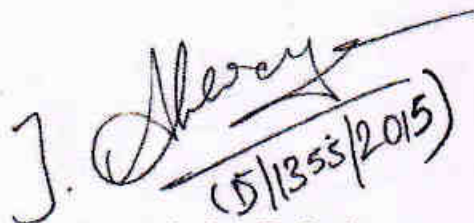
Aakanksha
D 969/08.
Counsel for the Plaintiff

Ms. Aakanksha Munjhal

Saikrishna & Associates

57, Jor Bagh, New Delhi

a.munjhal@saikrishnaassociates.com



Counsel for Defendant

Nos. 1 to 4

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IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORDINARY ORIGINAL COMMERCIAL JURISDICTION)

I.A. No. ___ of 2022

IN

CS(COMM) NO. 232 OF 2022

IN THE MATTER OF:

Indiamart Intermesh Ltd.

...Plaintiff

Versus

Jindal Alfatech Realty Private Limited & Ors

...Defendants

AFFIDAVIT OF MR. NEERAJ ARORA, S/O SHRI OM PRAKASH ARORA, AGED ABOUT 30 YEARS, AUTHORISED SIGNATORY OF THE PLAINTIFF, INDIAMART INTERMESH LTD. HAVING OFFICE AT 1ST FLOOR, 29 - DARYAGANJ, NETAJI SUBASH MARG, DELHI - 110002, ON BEHALF OF THE PLAINTIFF

I, the abovenamed deponent, do hereby solemnly affirm and declare as under:

1. That, I am the Authorized Representative of the Plaintiff in the present Suit and as such I am conversant with the facts and circumstances of the present suit and competent to depose in respect thereof.

2. That I have read the contents of the accompanying Application under Order XXIII Rule 3 read with Section 151 of the CPC, and I say that the contents therein, drafted under my instructions, are true on the basis of information derived from the records maintained in the ordinary course of business, and legal advice received and believed to be true and nothing material nor relevant has been concealed therefrom.



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High Court of Delhi
Authorized Under Section 70 of
Indian Evidence Act

3. I say that I adopt the contents of the accompanying Application as part and parcel of my affidavit as if the same were specifically dealt with and sworn herein and are not repeated for the sake of brevity.



01 JUN 2022

I identified the deponent who
was named in my presence

VERIFICATION:

Verified at New Delhi on this the ___ day of June 2022 that the contents of the above Affidavit are true to the best of my knowledge, information and belief and nothing material has been concealed therefrom.



CERTIFIED THAT THE DEPONENT
Dr/Smt/Kr. Nam Anur
Sd. Wd. Dr. Om Nishu Anand
Identified by me M. J. S. Chaturvedi
on 01 JUN 2022 at New Delhi
That the contents of the affidavit which has
been read & explained to him are true and
Correct to this knowledge.

Notary Public

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Examiners Judicial Department
High Court of Delhi
Notarized Under Section 79 of
Indian Evidence Act

Sl. No. 263
14



IN THE HIGH COURT OF DELHI AT NEW DELHI
(Ordinary Original Commercial Jurisdiction)
CS (COMM.) NO. 232 OF 2022

IN THE MATTER OF:
Indiamart Intermesh Ltd.
...Plaintiff

VERSUS

Jindal Alfatech Realty Private Limited &
Ors ...Defendants

**AFFIDAVIT OF MR. ASHISH KUMAR GUPTA S/O
LATE SH. DARSHAN DAYAL GUPTA AGED ABOUT 46
YEARS, OF THE ADDRESS SECTOR P-3, H No. A/157,
GREATER NOIDA**

I, the Deponent abovenamed, do hereby solemnly affirm and
declare as under:



I am the authorised representative of Defendant Nos. 1 to
4 and as such, I am competent to swear and depose the
present affidavit on behalf of the said Defendants.



I am sufficiently conversant with the facts of the case and
have examined all relevant documents and records in
relation thereto.

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High Court of Delhi
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3. I have read and understood the accompanying application, and state and verify that the averments made in the same are believed by me to be true and the averments made in the last paragraph are in the nature of humble prayers before this Hon'ble Court.

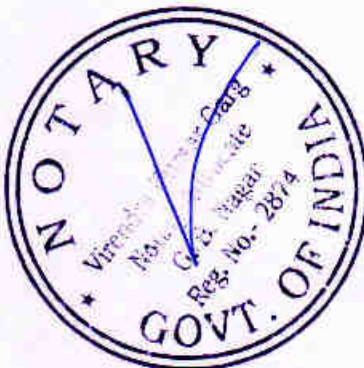
DEPONENT

KAMAL SHARMA
(Advocate)
Reg. No.- UP 817/07
Ch. No.-824, Distt. Court
Surajpur, G.B. Nagar
Mob. No:-9350243251

VERIFICATION

I, the Deponent abovenamed, do hereby affirm that the contents of the above affidavit are true to my knowledge and no part thereof of false and nothing material has been concealed therefrom.

Verified at Greater Noida, UP on this 31 day of May 2022



ATTESTED
Miraj Kumar
MIRAJ KUMAR
Advocate (Notary)
Distt. Court, GBN
01.06.2022

DEPONENT

KAMAL SHARMA
(Advocate)
Reg. No.- UP 817/07
Ch. No.-824, Distt. Court
Surajpur, G.B. Nagar
Mob. No:-9350243251

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High Court of Delhi
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Indian Evidence Act



IndiaMART InterMESH Ltd.
 Advent Navis Business Park, Plot no.7,
 7th Floor, Sector - 142, Noida, UP
 Call Us: +91 - 8688 888888
 E: customercare@indiamart.com
 Website: www.indiamart.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF INDIAMART INTERMESH LIMITED HELD ON WEDNESDAY, JANUARY 25, 2017.

AUTHORISATION TO DEAL WITH GOVERNMENT/STATUTORY AUTHORITIES.

"RESOLVED THAT in supersession to all earlier resolutions passed in this regard, Mr. Dinesh Chandra Agarwal, Mr. Brijesh Agrawal, Directors of the Company and Mr. Prateek Chandra, Chief Financial Officer of the Company be and are hereby severally authorized to present themselves and to sign, file, submit the requisite forms, papers, documents, deeds, undertakings, affidavits, power of attorneys, bonds, returns and any other necessary declaration/certifications with the Government/Statutory Authorities like Income Tax, Service Tax, Professional Tax, Sales Tax, Goods & Services Tax(GST), Central Excise, Customs, Provident Fund, ESI, Gratuity, Shops & Establishment Act and other statutory authorities and Tribunals from time to time and generally dealing in all matters in connection with the above and to do all acts, deeds and things consequential thereof and incidental thereto.

RESOLVED FURTHER THAT Mr. Dinesh Chandra Agarwal, Mr. Brijesh Agrawal, Directors of the Company and Mr. Prateek Chandra, Chief Financial Officer of the Company be and are hereby severally authorised for and on behalf of the Company to deal with all legal cases, including civil and/or criminal, be instituted or defended against parties, verify and file suits, petitions, complaints, appeals, objections, petitions for executions, review, revision, restoration, withdrawal, compromise or other petitions and also replies, replications, objections or other documents as may be considered necessary for the proper conduct of the cases at all stages and in any court of law/ judicial or semi judicial authorities/investigating agencies.

FURTHER RESOLVED THAT Mr. Dinesh Chandra Agarwal, Mr. Brijesh Agrawal, Directors of the Company and Mr. Prateek Chandra, Chief Financial Officer of the Company be and are hereby further authorised to swear on affidavit, give depositions or other statements in Court, tribunal or other judicial or semi judicial authorities whatsoever on behalf of the Company and to appoint advocates, engage counsels, attorneys or solicitors and execute vakalatnama in their favour and to do such other acts/deeds as may be considered necessary, incidental or consequential in connection with legal proceedings filed/to be filed, prosecuted or defended or pending before various Civil and Criminal Courts and other judicial or semi judicial authorities, for and on behalf of the Company.

RESOLVED FURTHER THAT Mr. Dinesh Chandra Agarwal, Mr. Brijesh Agrawal, Directors of the Company and Mr. Prateek Chandra, Chief Financial Officer of the Company be and are hereby severally authorized to delegate their powers to the other officials/representatives to do all or any of the above said acts and deeds as they deem fit on the behalf of the Company."

**CERTIFIED TRUE COPY
 FOR INDIAMART INTERMESH LIMITED**


**ANIL DWIVEDI
 AVP-COMPANY SECRETARY**



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Regd. Office: 1st Floor, 29-Daryaganj, Noida, U.P. 201301, India

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 Indian Evidence Act

**IndiaMART InterMESH Ltd.**

6th floor, Tower 2, Assotech Business Crestara,

Plot No 22, Sec 135, Noida-201305, U.P.

Call Us: +91 - 9696969696

E: customercare@indiamart.com

Website: www.indiamart.com

AUTHORITY LETTER**TO WHOMSOEVER IT MAY CONCERN**

I, Prateek Chandra, Chief Financial Officer of the Company, authorized by the Board of Directors vide resolution dated 25th January 2017 (Board Resolution enclosed), hereby delegate my authority and authorize jointly and severally Mr. Jestine Jacob and Mr. Neeraj Arora to represent the company and do all the deeds (as mentioned below) in the matter of or any other matter arising out of or connected to IndiaMART InterMESH Ltd vs. Jindal Alfatech Realty Private Limited before Delhi High Court.

They are authorized to file suits, complaints, petitions, appeals, objections, petitions for execution, review, revision, restoration, withdrawal, compromise or other petitions and also replies, replications, objections, swear on affidavit, give depositions or other statements in any court as may be considered necessary for proper conduct of the case/complaint at all stages and in any court of law/judicial or semi judicial authorities/investigating agencies, tribunal, or other judicial or semi judicial authorities whatsoever on the behalf of the company and to deal with all legal cases, be instituted or defended against/by the other party, and to appoint advocates, engage counsels, attorneys or solicitors and execute vakalatnama in their favor, for and on behalf of the Company.



For IndiaMART InterMESH Limited

Prateek Chandra

Chief Financial Officer

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High Court of Delhi
Authorized Under Section 70 of
Indian Evidence Act

JINDAL ALFATECH REALTY PVT LTD.

CIN : U70109UP2021PTC154288

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTOR OF JINDAL ALFATECH REALTY PRIVATE LIMITED HELD ON 29/05/2022 AT REGISTERED OFFICE IN : F-205SF, ALPHA1 NEELKANTH PLAZA GREATER NOIDA, Gautam Budh Nagar UP 201308 IN

The following resolutions were passed:s

RESOLVED THAT the do Appointment of Authorized Signatory on the behalf of Def 1 to Def 4.

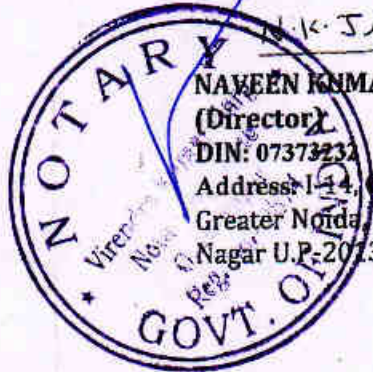
FURTHER RESOLVED THAT, "Ashish Kumar Gupta" Authorized Signatory of company is hereby authorized to sign, execute, verify, complete any such documents, applications, undertakings, and declarations as may be required for "."

RESOLVED FURTHER THAT Mr. Ashish Kumar Gupta be and is hereby authorized to sign and submit all the necessary documents present pleadings, replications, appeals, compromise, objections, affidavits and related to documents, forms etc to be submitted by the company in connection with the company the application form and any other documents as required whether digitally or manually to do all acts, and things may be necessary.

RESOLVED FURTHER THAT a certify copy of this resolution be furnished to the appropriate authorities.

For: JINDAL ALFATECH REALTY PRIVATE LIMITED

N.K. Jindal
NAVEEN KUMAR JINDAL
 (Director)
 DIN: 07373231
 Address: I-44, Gama-2,
 Greater Noida, Gautam
 Nagar U.P.-201306



Ved Prakash
VED PRAKASH PAL
 (Director)
 DIN: 08859081
 Address: 583, Golf Vista Apartment
 Sector Alpha 2, Greater Noida
 Gautam Budh Nagar-201310

Email id-NAVEENJINDAL14@GMAIL.COM
F-205SF, ALPHA1 NEELKANTH PLAZA GREATER NOIDA
 Gautam Buddha Nagar UP 201308 IN

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTOR OF SHREE KUNJ BIHARIJI INFRACON PRIVATE LIMITED HELD ON 29/05/2022 AT REGISTERED OFFICE IN : 32/29 G/F Block-32 Trilokpuri, Near Block-27 Delhi East Delhi-110091 IN

The following resolutions were passed:

RESOLVED THAT the do Appointment of Authorized Signatory on the behalf of Def 1 to Def 4.

FURTHER RESOLVED THAT, "Ashish Kumar Gupta" Director of company is hereby authorized to sign, execute, verify, complete any such documents, applications, undertakings, and declarations as may be required for "."

RESOLVED FURTHER THAT Mr. Ashish Kumar Gupta be and is hereby authorized to sign and submit all the necessary documents present pleadings, replications, appeals, compromise, objections, affidavits and related to documents, forms etc to be submitted by the company in connection with the company the application form and any other documents as required whether digitally or manually to do all acts, and things may be necessary.

RESOLVED FURTHER THAT a certify copy of this resolution be furnished to the appropriate authorities.



For SHREE KUNJ BIHARIJI INFRACON PRIVATE LIMITED

ASHISH KUMAR GUPTA Shree Kunj Bihariji Infracon Pvt. Ltd.
(Director)
DIN: 00442485
Address: A-157, Sec-P3
Greater Noida
210310 U.P.

Director

NAVEEN KUMAR JINDAL Shree Kunj Bihariji Infracon Pvt. Ltd.
(Director) *N.K. Jindal*
DIN: 07373232
Address: I-14, Gama-2,
Greater Noida, Gautam
Budh Nagar U.P-201306

Director

RAKESH KUMAR AGARWAL Shree Kunj Bihariji Infracon Pvt. Ltd.
(Director)
DIN: 00442403
Address: H.NO.-A/156, BLOCK-
A, NEAR KENDRIYA VIDAYALAYA
SEC. - P-3 GREATER NOIDA,
201310

Director

RAKESH KUMAR SINGHAL Shree Kunj Bihariji Infracon Pvt. Ltd.
(Director)
DIN: 00442344
Address: G-523/5,
GAMMA II, GREATER NOIDA
201308, UTTAR PRADESH

Director

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Head Office : FF-30, 1st Floor,
KB Complex Sector Alpha- II,
Greater Noida

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High Court of Delhi
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Indian Evidence Act

Email : shreekbgroup@gmail.com
Mobile : 82-8777-7333
Office : 0120-4202651



SHREE KUNJ BIHARIJI INFRATECH PVT. LTD.
CIN : U70200DL2015PTC28167

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTOR OF SHREE KUNJ BIHARIJI INFRATECH PRIVATE LIMITED HELD ON 29/05/2022 AT REGISTERED OFFICE IN : 32/29 G/F Block-32 Trilokpuri, Near Block-27 Delhi East Delhi-110091 IN

The following resolutions were passed:

RESOLVED THAT the do Appointment of Authorized Signatory on the behalf of Def 1 to Def 4.

FURTHER RESOLVED THAT, "Ashish Kumar Gupta" Director of company is hereby authorized to sign, execute, verify, complete any such documents, applications, undertakings, and declarations as may be required for "."

RESOLVED FURTHER THAT Mr. Ashish Kumar Gupta be and is hereby authorized to sign and submit all the necessary documents present pleadings, replications, appeals, compromise, objections, affidavits and related to documents, forms etc to be submitted by the company in connection with the company the application form and any other documents as required whether digitally or manually to do all acts, and things may be necessary.

RESOLVED FURTHER THAT a certify copy of this resolution be furnished to the appropriate authorities.

For SHREE KUNJ BIHARIJI INFRATECH PRIVATE LIMITED

For Shree Kunj Bihariji Infratech Pvt. Ltd.

RAKESH KUMAR SINGHAL

(Director) *

DIN: 00442344

Address: G-523/5,
GAMMA II, GREATER NOIDA
201308, UTTAR PRADESH

For Shree Kunj Bihariji Infratech Pvt. Ltd.

ASHISH KUMAR GUPTA Director

(Director)

DIN: 00442435

Address: A-157, Sec-P3
Greater Noida
210310 U.P.

For Shree Kunj Bihariji Infratech Pvt. Ltd.

RAKESH KUMAR AGARWAL

(Director)

Director

DIN: 00442403

Address: H.NO.-A/156, BLOCK-
A, NEAR KENDRIYA VIDYALAYA
SEC.- P-3 GREATER NOIDA,
201310

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**CORP OFFICE : FF-30, 1ST FLOOR
KB COMPLEX SECTOR ALPHA-II
GREATER NOIDA**

Email : kbinfratechpvtltd@gmail.com

Mobile : 85-1000-6905

Office : 0120-4202651

Registered Office : 32/29, Trilok Puri Delhi- 110091 India

SHREE KUNJ BIHARIJI CONSTRUCTION PRIVATE LIMITED

REGD.OFFICE: H.NO. 32/29, G/F BLOCK-32 TRILOK PURI,

NEAR BLOCK-27 DELHI - 110091 IN

PHONE: 01204202651 EMAIL: kbinfratechpvtltd@gmail.com

CIN:U45201DL2005PTC138784

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTOR OF SHREE KUNJ BIHARIJI CONSTRUCTION PRIVATE LIMITED HELD ON 29/05/2022 AT REGISTERED OFFICE IN : 32/29 G/F Block-32 Trilokpuri, Near Block-27 Delhi East Delhi-110091 IN

The following resolutions were passed:s

RESOLVED THAT the do Appointment of Authorized Signatory on the behalf of Def 1 to Def 4.

FURTHER RESOLVED THAT, "Ashish Kumar Gupta" Director of company is hereby authorized to sign, execute, verify, complete any such documents, applications, undertakings, and declarations as may be required for "."

RESOLVED FURTHER THAT Mr. Ashish Kumar Gupta be and is hereby authorized to sign and submit all the necessary documents present pleadings, replications, appeals, compromise, objections, affidavits and related to documents, forms etc to be submitted by the company in connection with the company the application form and any other documents as required whether digitally or manually to do all acts, and things may be necessary.

RESOLVED FURTHER THAT a certify copy of this resolution be furnished to the appropriate authorities

For Shree Kunj Bihariji Construction Pvt. Ltd.

For SHREE KUNJ BIHARIJI CONSTRUCTION PRIVATE LIMITED

RAKESH KUMAR SINGHAL

(Director)

DIN: 00442344

Address: G-523/B,
GAMMA II, GREATER NOIDA
201308, UTTAR PRADESH

For Shree Kunj Bihariji Construction Pvt. Ltd.

RAKESH KUMAR AGARWAL

(Director)

DIN: 00442403

Address: H.NO.-A/156,BLOCK-A,
NEAR KENDRIYA VIDYALAYA
SEC. - P-3 GREATER NOIDA,
201310

Director

ASHISH KUMAR GUPTA

(Director)

DIN: 00442435

Address: A-157,Sec-P3
Greater Noida
210310 U.P.

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High Court of Delhi
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§-1

* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ CS (COMM) 232/2022 & I.A. 9502/2022

INDIAMART INTERMESH LTD Plaintiff
Through: Mr. Sidharth Chopra & Ms. Aakansha
Munjhal, advocates. (M:9481339460)

versus

JINDAL ALFATECH REALTY PRIVATE LIMITED
& ORS. Defendants
Through: Ms. Nancy Roy and Ms. Prakriti
Varshney, Advocate for D-1 to 4.
(M:9899257363)
Mr. Avipak. Banerjee, Advocate for
D-5.

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER

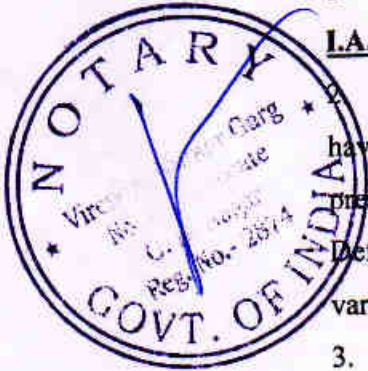
% **03.06.2022**

1. This hearing has been done through hybrid mode.

I.A. 9502/2022 (u/O XXIII R 3 CPC) in CS (COMM)-232/2022

2. The Plaintiff and Defendant Nos. 1-4 have settled their disputes and have jointly filed the application under Order XXIII Rule 3 CPC. The present suit relates to the Plaintiff's trademark 'INDIAMART' and the Defendants' use of the mark 'KB INDIAMART' and 'INDIAMART' in various forms.

3. The present suit was filed by the Plaintiff, Indiamart Intermesh Ltd., on account of infringement and passing off of the Plaintiff's registered mark 'INDIAMART' and various device marks of which the word 'INDIAMART' is the distinctive feature, as also the Plaintiff's copyright in



CS (COMM) 232/2022

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Page 1 of 6

Judicial Department
Court of Delhi
Under Section 70 of

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its logos, such as . The 'INDIAMART' marks are registered in India in various forms, as well as in classes 6, 9, 11, 13 etc. Copies of the registration certificates for the mark/ device/ logo/ name are on record.

4. The Plaintiff adopted the mark 'INDIAMART' in 1996 for use in connection with its integrated electronic Business to Business (B2B) portal, which provides an internet based market place with listings for various products and services.

5. This Court had, on 12th April, 2022 granted an *ex parte* injunction in the following terms:

"19. Thus, the Plaintiff has made out a prima facie case for the grant of an interim injunction in its favour. Balance of convenience lies in the favour of the Plaintiff. If the interim relief is not granted at this stage, irreparable injury would be caused to the Plaintiff. Accordingly, till the next date of hearing, Defendant Nos.1 to 4 are restrained from using the trademark 'KB INDIAMART', 'INDIAMART', or any other name identical or deceptively similar to the Plaintiff's mark INDIAMART, as a project name or as a name or as a mark in respect of real estate services or building & construction related activities. The Defendant Nos.1 to 4 have also registered the domain name www.kbindiamart.com, which clearly impinge upon the rights of the Plaintiff. In view thereof, Defendant No.5 - GoDaddy.com, LLC is directed to maintain status quo in respect of domain name www.kbindiamart.com.

.....
23. This is an application filed by the Plaintiff seeking appointment of a Local Commissioner. The Court has considered the merits of the Plaintiff's case



CS (COMM) 232/2022

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Page 2 of 6

Judicial Department

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and has granted an ex parte ad interim injunction as recorded above in I.A. No.5731/2022."

6. During the pendency of the suit, the parties have resolved their disputes and have placed on record the terms of settlement by way of joint application under Order XXIII Rule 3 CPC. The said application is signed by the Plaintiff and Defendant Nos. 1-4, and the board resolutions dated 25th January, 2017 and 29th May, 2022 in their favour are also been placed on record.

7. As per the said settlement, the Defendants have acknowledged the statutory rights of the Plaintiff in the trademark 'INDIAMART' as also the various device marks and artistic works in paragraph A of the said Settlement. The Defendants have also acknowledged the Plaintiff's mark 'INDIAMART' as being a well-known trademark.

8. The Defendants have also undertaken not to use the marks 'INDIAMART', and 'KB INDIAMART' or any other deceptively similar variant thereof to the Plaintiff's mark 'INDIAMART' in respect of their goods and services whether online or physical.

9. The Defendants have agreed to take steps to change the name of their upcoming real estate project 'KB INDIAMART' and delete the name 'INDIAMART' from the same.

10. The Defendants have further agreed to transfer the domain names www.kbindiamart.com and www.kbindiamart.in and any other domain name bearing the mark 'INDIAMART' to the Plaintiff. This shall be given effect to within a period of two weeks by Defendant No.5 - GoDaddy.com, LLC, upon the Plaintiff furnishing the details of the person to whom the transfer is to be effected.

CS (COMM) 232/2022

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Page 3 of 6

Official Department
Court of Delhi
Section 70 of

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11. The amount of Rs.5 lakhs which is to be filed in terms of paragraph F of the Settlement is also acknowledged by the Plaintiff as having been paid.

12. The Defendant No.2 has agreed to withdraw the application for

trademark registration bearing no. 5206481 for the mark **KB IndiaMart** filed before the Trademarks Registry.

13. The Defendant shall file the aforementioned application within a week with the Registrar of Trademarks.

14. In view of the terms and conditions agreed to by the Defendants, the Plaintiff has agreed to give up the claims of damages and rendition of accounts.

15. The Court has perused the application. The terms are lawful. There is no impediment in recording the same. The suit is, accordingly, decreed in terms of terms and conditions contained in paragraphs A, B and C of the application as also in terms of paragraph 63 (a) to (d) of the plaint.

16. Decree sheet be drawn.

17. Ld. counsel for the Plaintiff submits that 'INDIAMART' is one of the oldest online Business to Business, 'B2B' directories which was introduced in 1996 and it has more than millions of users and has received millions of business queries as stated in paragraph 6 and 7 of the plaint which are set out below:

"6. The Plaintiff has over 3000 employees located across approximately 80 offices in the country. Since its inception in the year 1996, the Plaintiff was India's first B2B directory and had successfully introduced free listing and free query forwarding concept to familiarize India's SMEs with benefits of

CS (COMM) 232/2022

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Page 4 of 6

Judicial Department
Court of Delhi
Section 76-A

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Internet for business promotion. The Plaintiff had, in the said year, accomplished India's first e-commerce project for various companies. Further, over the years, the Plaintiff has successfully crossed over 1,00,000 paid clients and has also initiated various franchisee network programs. The Plaintiff, having established credible presence in its Indian operations to provide world-class B2B solutions, under the Plaintiff's Website/ Domain Name, is India's largest online B2B marketplace and information hub for Small & Medium Size Businesses.

7. The Plaintiff delivered a total of approximately 157 million, 290 million, 449 million, 464 million, 610 million and 431 million business enquiries through its website and mobile application, to the listed suppliers in fiscals 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 2021-2022 (as of December 2021) respectively. The Plaintiff received 53 million, 73 million, 74 million, 96 million and 74 daily unique buyer requests in 2017-18, 2018-19, 2019-20 and 2020-21 2021 -2022(as of December , 2021) respectively, of which 54 per cent, 55 per cent, 54 percent, 57 percent and 55 percent, respectively, were repeat buyers calculated on the basis of the past 90 days. The Plaintiffs Website / Domain Name is accessible through desktop and mobile-optimized platforms and apps on personal computing and mobile devices. INDIAMART mobile website, together with INDIAMART mobile app, accounted for 59%, 63%, 72%, 77%, 81% and 81% of total traffic to INDIAMART for fiscal 2016, 2017, 2018, 2019, 2020 and 2021 (as of December 21), respectively. That as of December, 2021, Plaintiff has 143 Million registered buyers, catalogue of over 72 Million products, over 7.0 Million suppliers. The Plaintiff mobile app has more than 1 0,000,000+ downloads as of December 30, 2021 on the Google Play Store and 481,000 users had given rating of 4.7 out of 5.0, to INDIAMART





application on the Google Play store."

18. Ld. Counsel for the Plaintiff submits that the Plaintiff has applied for the said mark to be declared as well known trademark on 9th July, 2020 vide application no. 816510. In view of the averments made in the plaint, considering that 'INDIAMART' is one of the earliest online directories in India, the Registrar of Trademarks is directed to take up the applications of the Plaintiff and dispose of the same within three months.

19. In view of the fact that the Defendant has already paid a sum of Rs.5,00,000/- as costs, ld. Counsel the Plaintiff is agreeable with the court fee not being refunded in the present case.

20. The dates before the Joint Registrar and before the Court are cancelled. All pending applications are disposed of.

21. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in shall be treated as the certified copy of the order for the purpose of ensuring compliance. No physical copies of orders shall be insisted by any authority/entity or litigant.



JUNE 03, 2022
dj/ss

PRATHIBA M. SINGH, J.

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High Court of Delhi
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CS (COMM) 232/2022

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(21)

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(Original)
High Court of Delhi Administrative Order (Judicial)
New Delhi



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14/6/22



ATTESTED

Virendra Kumar Garg
Notary Advocate
Reg. No. 2874
Gautam Budh Nagar

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

+ **CS (COMM) 232/2022 & I.A. 9502/2022**

INDIAMART INTERMESH LTD

..... Plaintiff

Through: Mr. Sidharth Chopra & Ms. Aakansha
Munjhal, advocates. (M:9481339460)

versus

JINDAL ALFATECH REALTY PRIVATE LIMITED

& ORS.

..... Defendants

Through: Ms. Nancy Roy and Ms. Prakriti
Varshney, Advocate for D-1 to 4.
(M:9899257363)
Mr. Avipak. Banerjee, Advocate for
D-5.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **03.06.2022**

1. This hearing has been done through hybrid mode.

I.A. 9502/2022 (u/O XXIII R 3 CPC) in CS (COMM)-232/2022

2. The Plaintiff and Defendant Nos. 1-4 have settled their disputes and have jointly filed the application under Order XXIII Rule 3 CPC. The present suit relates to the Plaintiff's trademark 'INDIAMART' and the Defendants' use of the mark 'KB INDIAMART' and 'INDIAMART' in various forms.

3. The present suit was filed by the Plaintiff, Indiamart Intermesh Ltd., on account of infringement and passing off of the Plaintiff's registered mark 'INDIAMART' and various device marks of which the word 'INDIAMART' is the distinctive feature, as also the Plaintiff's copyright in



its logos, such as . The 'INDIAMART' marks are registered in India in various forms, as well as in classes 6, 9, 11, 13 etc. Copies of the registration certificates for the mark/ device/ logo/ name are on record.

4. The Plaintiff adopted the mark 'INDIAMART' in 1996 for use in connection with its integrated electronic Business to Business (B2B) portal, which provides an internet based market place with listings for various products and services.

5. This Court had, on 12th April, 2022 granted an *ex parte* injunction in the following terms:

"19. Thus, the Plaintiff has made out a prima facie case for the grant of an interim injunction in its favour. Balance of convenience lies in the favour of the Plaintiff. If the interim relief is not granted at this stage, irreparable injury would be caused to the Plaintiff. Accordingly, till the next date of hearing, Defendant Nos.1 to 4 are restrained from using the trademark 'KB INDIAMART', 'INDIAMART', or any other name identical or deceptively similar to the Plaintiff's mark INDIAMART, as a project name or as a name or as a mark in respect of real estate services or building & construction related activities. The Defendant Nos.1 to 4 have also registered the domain name www.kbindiamart.com, which clearly impinge upon the rights of the Plaintiff. In view thereof, Defendant No.5 – GoDaddy.com, LLC is directed to maintain status quo in respect of domain name www.kbindiamart.com.

.....

23. This is an application filed by the Plaintiff seeking appointment of a Local Commissioner. The Court has considered the **merits of the Plaintiff's case**

and has granted an ex parte ad interim injunction as recorded above in I.A. No.5731/2022."

6. During the pendency of the suit, the parties have resolved their disputes and have placed on record the terms of settlement by way of joint application under Order XXIII Rule 3 CPC. The said application is signed by the Plaintiff and Defendant Nos. 1-4, and the board resolutions dated 25th January, 2017 and 29th May, 2022 in their favour are also been placed on record.

7. As per the said settlement, the Defendants have acknowledged the statutory rights of the Plaintiff in the trademark 'INDIAMART' as also the various device marks and artistic works in paragraph A of the said Settlement. The Defendants have also acknowledged the Plaintiff's mark 'INDIAMART' as being a well-known trademark.

8. The Defendants have also undertaken not to use the marks 'INDIAMART', and 'KB INDIAMART' or any other deceptively similar variant thereof to the Plaintiff's mark 'INDIAMART' in respect of their goods and services whether online or physical.

9. The Defendants have agreed to take steps to change the name of their upcoming real estate project 'KB INDIAMART' and delete the name 'INDIAMART' from the same.

10. The Defendants have further agreed to transfer the domain names www.kbindiamart.com and www.kbindiamart.in and any other domain name bearing the mark 'INDIAMART' to the Plaintiff. This shall be given effect to within a period of two weeks by Defendant No.5 - GoDaddy.com, LLC, upon the Plaintiff furnishing the details of the person to whom the transfer is to be effected.

11. The amount of Rs.5 lakhs which is to be filed in terms of paragraph F of the Settlement is also acknowledged by the Plaintiff as having been paid.

12. The Defendant No.2 has agreed to withdraw the application for

trademark registration bearing no. 5206481 for the mark  filed before the Trademarks Registry.

13. The Defendant shall file the aforementioned application within a week with the Registrar of Trademarks.

14. In view of the terms and conditions agreed to by the Defendants, the Plaintiff has agreed to give up the claims of damages and rendition of accounts.

15. The Court has perused the application. The terms are lawful. There is no impediment in recording the same. The suit is, accordingly, decreed in terms of terms and conditions contained in paragraphs A, B and C of the application as also in terms of paragraph 63 (a) to (d) of the plaint.

16. Decree sheet be drawn.

17. Ld. counsel for the Plaintiff submits that 'INDIAMART' is one of the oldest online Business to Business, 'B2B' directories which was introduced in 1996 and it has more than millions of users and has received millions of business queries as stated in paragraph 6 and 7 of the plaint which are set out below:

"6. The Plaintiff has over 3000 employees located across approximately 80 offices in the country. Since its inception in the year 1996, the Plaintiff was India's first B2B directory and had successfully introduced free listing and free query forwarding concept to familiarize India's SMEs with benefits of

Internet for business promotion. The Plaintiff had, in the said year, accomplished India's first e-commerce project for various companies. Further, over the years, the Plaintiff has successfully crossed over 1,00,000 paid clients and has also initiated various franchisee network programs. The Plaintiff, having established credible presence in its Indian operations to provide world-class B2B solutions, under the Plaintiff's Website/ Domain Name, is India's largest online B2B marketplace and information hub for Small & Medium Size Businesses.

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JUNE 03, 2022

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