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2026:DHC:10007

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

Judgment Reserved on: 15.10.2026

% ***Judgment Delivered on: 06.11.2026***

\# **CNR No. DLHC010026992017**

\+ **CS(COMM) 109/2017**

EDUCOMP SOLUTIONS LIMITED .....Plaintiff

versus

MR. B.D. PARK & ORS .....Defendants

Advocates who appeared in this case

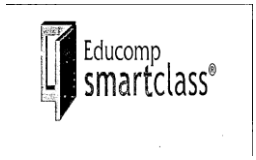
For the Plaintiff : Mr. Priya Darshan Kumar, Advocate.

For the Defendants : Mr. Saif Khan, Mr. Prajjwal Kushwaha and Ms. Diya Vishwanath, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

JUDGMENT

TEJAS KARIA, J

1. The present Suit has been instituted seeking a decree of permanent injunction and damages, to restrain the Defendants from using the mark "SMARTCLASS", with any prefix or suffix, or any phonetically or visually similar mark, on the grounds of alleged trademark infringement of the Plaintiff's registered trademark "EDUCOMP SMARTCLASS" / 

("**Plaintiff's Marks**") and passing off.

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FACTUAL MATRIX

2. The Plaintiff, *Educomp Solutions Limited*, was originally incorporated in 1994 under the Companies Act, 1956, as *Educomp Datamatics Private Limited*, with its registered office in Delhi, and was subsequently renamed *Educomp Solutions Limited*. The Plaintiff commenced providing digital classroom services under the Plaintiff's Marks in 2003. The Plaintiff is engaged in providing technology-enabled classroom solutions for schools, including digital learning content and associated hardware and software. The Plaintiff also develops educational content comprising digital modules, animations, graphics, audio and video material for use in schools.

3. The Plaintiff holds various registrations in respect of trademarks comprising the Plaintiff's Marks. In addition, the Plaintiff holds several registered and accepted trademark applications comprising the words and/or device elements "SMART CLASS", "SMARTCLASS" and/or "DIGITAL CLASSROOM", both independently and in conjunction with the Plaintiff's house mark 'EDUCOMP'.

4. Defendant No. 1, Mr. B.D. Park, served as the Managing Director of Defendant No. 2, *Samsung India Electronics Pvt. Ltd*, a company incorporated under the Companies Act, 1956, with its office at Gurgaon, Haryana. Defendant No. 2 is engaged in the manufacture and trading of, *inter alia*, telecommunication devices, including mobile phones, tablets and other handheld devices. Defendant No. 1 resigned from his position as Managing Director of Defendant No. 2 in December 2014.

5. The Plaintiff became aware of the Defendants' use of the mark "SAMSUNG SMARTCLASS" ("**Impugned Mark**") in October 2016 and

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thereafter instituted the present Suit. By order dated 14.02.2017, this Court granted an *ex parte ad-interim* injunction restraining the Defendants from entering into any further agreements for the provision of services under the Impugned Mark.

6. The injunction was subsequently vacated by order dated 21.02.2017. This Court noted that the Plaintiff had misrepresented that the Defendants had used the Impugned Mark for only the preceding three months, whereas the record disclosed such use since 2013. The Court also took note of a purchase order dated 24.06.2015 placed by the Defendants with the Plaintiff, whose terms and conditions referred to the Impugned Mark.

7. *Vide* order dated 08.09.2017, the following Issues were framed:

i. Whether the defendants have infringed the plaintiff's registered trade mark "EDUCOMP SMARTCLASS"? OPP

ii. Whether the plaintiff is entitled for the injunctions prayed for?

iii. Whether the plaintiff is entitled for damages, if so, to what extent? OPP

iv. Whether the suit is bad for impleadment of defendant No.1 who is neither a necessary nor a proper party? OPD

v. Relief

8. The Plaintiff's evidence was closed *vide* order dated 19.09.2019, following the grant of a final opportunity by order dated 11.07.2019. Thereafter, in view of the insolvency proceedings concerning the Plaintiff company, this Court, by order dated 26.02.2020, issued notice to the Resolution Professional, Mr. Mahendra Kumar Khandelwal.

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9. In the absence of a report from the Resolution Professional, the Suit was dismissed for non-prosecution by order dated 19.04.2023. The Plaintiff, thereafter, filed I.A. No. 13035/2023 seeking restoration of the Suit. The Suit was subsequently restored by order dated 18.03.2024.

SUBMISSIONS ON BEHALF OF THE PLAINTIFF

10. The learned Counsel for Plaintiff made the following submissions:

10.1. The Plaintiff is the prior user of the Plaintiff's Mark, having used it continuously since 2003 and acquired substantial goodwill and reputation through such use. The Defendants' use of the expression 'SMARTCLASS' in conjunction with the house mark 'SAMSUNG' constitutes infringement of the Plaintiff's Mark.

10.2. The Defendants adopted the Impugned Mark with *mala fide* intent to take unfair advantage of the goodwill and reputation associated with the Plaintiff's Marks. It is contended that the Impugned Mark is deceptively similar to the Plaintiff's Marks and is used in relation to identical or similar digital classroom services. The Plaintiff also submits that the Impugned Mark is deceptively similar to the device mark forming part of the Plaintiff's Marks and is used as part of the name of the Defendants' business concern. According to the Plaintiff, such use infringes upon Plaintiff's Marks and damages its reputation in the market, resulting in pecuniary and non-pecuniary loss. A comparison of the competing trademarks is set out below:

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PLAINTIFF	DEFENDANTS
	
EDUCOMP SMARTCLASS	SAMSUNG SMARTCLASS

10.3. The expressions "SMARTCLASS" and "DIGITAL CLASSROOM" have acquired distinctiveness and an association with the Plaintiff by virtue of its continuous use, advertising and investment. The Plaintiff holds several registrations and applications for registration comprising the expressions "SMARTCLASS" and "DIGITAL CLASSROOM", both independently and in conjunction with its house mark 'EDUCOMP'. The Plaintiff submits that the registration of these marks by the Trade Marks Registry on multiple occasions supports its contention that the expressions are not merely generic or descriptive, as alleged by Defendant No. 2. It is further submitted that a trademark which has acquired distinctiveness and public association through continuous use, advertising and investment is entitled to protection against unauthorised use and infringement.

10.4. Defendant No. 2's contention that "SMARTCLASS" is generic, descriptive and *publici juris* is contradicted by its own applications for registration of the Impugned Mark in Classes 9,

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16, 41 and 42 during the pendency of the Suit. The Plaintiff submits that such conduct indicates that Defendant No. 2 does not itself consider the Impugned Mark to be generic and that the Defendants' contrary contention is an attempt to mislead the Court.

10.5. The Plaintiff placed reliance upon ***Amritdhara Pharmacy v. Satya Deo Gupta***, 1962 SCC OnLine SC 13; ***Kaira District Cooperative Milk Producers Union Ltd. v. Bio Logic and Psychotropics India Private Limited***, Neutral Citation- 2024:DHC:7078 and ***Mankind Pharma Limited v. Novakind Bio Sciences Private Limited***, Neutral Citation- 2023:DHC:5653, to submit that deceptively similar marks used in respect of identical goods or services are likely to cause confusion or association in the mind of a consumer of average intelligence and imperfect recollection, and that such likelihood of association between the competing marks constitutes infringement under Section 29(2)(b) of the Trade Marks Act, 1999 ("**Trade Marks Act**").

10.6. Reliance was further placed upon ***Moonshine Technology Private Limited v. Tictok Skill Games Private Limited & Ors***., Neutral Citation- 2022:DHC:353 to submit that, where identical marks are used in respect of identical services, confusion is presumed under Section 29(3) of the Trade Marks Act.

10.7. Defendant No. 1's cessation as a Director or member of the management of Defendant No. 2 in December 2014 does not

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absolve him of liability for acts committed or liabilities incurred during his tenure. It is further submitted that the Defendants commenced use of the Impugned Mark in 2013, when Defendant No. 1 was part of Defendant No. 2's management, and that Defendant No. 1 cannot evade responsibility for the alleged infringement of the Plaintiff's trademark and passing off during that period on the ground of resignation. In the alternative, the Plaintiff submits that the alleged misjoinder or non-joinder of a party is not, by itself, fatal to the Suit and that any such defect may be cured by the Court.

10.8. In view of the above submissions, the Plaintiff contends that the Defendants' adoption and use of the Impugned Mark amounts to infringement of the Plaintiff's Marks and passing off, and seeks a decree of permanent injunction and damages against the Defendants.

SUBMISSIONS ON BEHALF OF THE DEFENDANT NO. 2

11. The learned Counsel for Defendant No. 2 made the following submissions:

11.1. The Suit suffers from improper arraignment of parties, as Defendant No. 1 had ceased to be associated with Defendant No. 2 in December 2014. The Plaintiff deliberately impleaded Defendant No. 2 as a contesting party while relying on outdated information regarding its constitution obtained from a third-party website, instead of the information available on Defendant No. 2's own website. Reliance is placed on ***Micolube India Ltd.***

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v. Maggon Auto Centre, 2008 SCC OnLine Del 160, to submit that deliberate misjoinder of parties and suppression of material facts disentitle the Plaintiff to equitable relief.

11.2. The Plaintiff has failed to lead evidence to establish that the Plaintiff's Marks has acquired distinctiveness or that the Defendant No. 2's use of Impugned Mark amounts to infringement of Plaintiff's Marks. The Plaintiff has also failed to establish exclusive goodwill in the expression "SMARTCLASS" to sustain a case of passing off against Defendant No.2 for using 'SMARTCLASS' along with its house mark 'SAMSUNG'.

11.3. The Plaintiff failed to lead evidence despite being granted several opportunities, including a final opportunity *vide* order dated 11.07.2019, resulting in the closure of Plaintiff's evidence *vide* order dated 19.09.2019. The said order has not been challenged and has attained finality. It is further submitted that, in the absence of evidence to discharge the Plaintiff's burden of proof in respect of the issues framed *vide* order dated 08.09.2017, the Suit is liable to be dismissed under Order XVII Rule 3 of the Code of Civil Procedure, 1908 ("**CPC**"). Reliance is placed on ***Jagannath Chauhan v. S.C. Nanda,*** 2003 SCC OnLine Del 408, and ***Vijay Kumar Bhandari & Ors. v. Meenu Chabra & Anr.***, Neutral Citation- 2010:DHC:3848.

11.4. Defendant No. 2 has been using the Impugned Mark as part of its Corporate Social Responsibility (CSR) initiatives in the

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education sector since 19.07.2013, much before the Plaintiff's claims to have become aware of such use in October 2016. The Plaintiff was aware of Defendant No. 2's use of the Impugned Mark at least since 24.06.2015, as evidenced by the purchase orders dated 24.06.2015 and 05.11.2015, which expressly referred to the "Samsung Smart Class logo". Despite such knowledge, the Plaintiff did not object to the use until the institution of the Suit. The Suit is therefore affected by delay and acquiescence.

11.5. The expression 'SMARTCLASS' is generic and descriptive of technology-enabled classroom services and is widely used by educational institutions, technology providers, technology journals and the public at large. Various third parties, both in India and across the world, are accordingly using the expression 'SMARTCLASS' in a descriptive / generic manner as the name / description of such a classroom. Defendant No. 2 uses the Impugned Mark in conjunction with its house mark 'SAMSUNG', which is the distinctive element. Such use does not cause confusion with the Plaintiff's Marks or amount to passing off or unfair competition, as the prominent use of the "SAMSUNG" mark negates any likelihood of deception or misrepresentation.

11.6. Defendant No. 2's application for registration of the Impugned Mark, filed on 11.05.2017 after the institution of the Suit, was intended to protect its rights and does not detract from its

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contention that the expression "SMARTCLASS" is descriptive and generic.

11.7. The Plaintiff itself has used the expression "SMART CLASS" descriptively and interchangeably, while using it as a trademark in conjunction with its house mark 'EDUCOMP'. This demonstrates that the expression "SMARTCLASS", by itself, is not distinctive.

11.8. Reliance is placed on ***Frankfinn Aviation Services Pvt. Ltd. v. Tata Sia Airlines Ltd***., Neutral Citation- 2022:DHC:004489, to submit that a claim of passing off requires the Plaintiff to establish goodwill and reputation as well as misrepresentation by the Defendant through an attempt to benefit from such goodwill. The prominent use of the well-known "SAMSUNG" trademark alongside the expression "SMARTCLASS" negates any intention to deceive, misrepresent or confuse the public.

11.9. The judgments relied upon by the Plaintiff, namely ***Amritdhara Pharmacy*** (supra), ***Mankind Pharma Limited*** (supra), ***Kaira District Cooperative Milk Producers Union Ltd.*** (supra) and ***Moonshine Technology Private Limited*** (supra), are distinguishable from the facts of the Suit, which concerns two-letter marks and involves the use of the expression "SMARTCLASS", which is descriptive and commonly used in relation to technology-enabled classrooms, in conjunction with the respective parties' house marks.

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11.10. In view of the aforesaid submissions, Defendant No. 2 prays that the Suit be dismissed with costs.

ANALYSIS AND FINDINGS

12. The principal controversy in the present Suit is whether the Defendants' use of the expression "SMARTCLASS" in conjunction with Defendant No. 2's house mark "SAMSUNG" infringes the Plaintiff's Marks and constitutes passing off.

Issue No. 1: Whether the defendants have infringed the Plaintiff's registered trade mark "EDUCOMP SMARTCLASS"?

13. On behalf of the Plaintiff, it was submitted that use of the Plaintiff's Marks commenced in 2003 and that continuous use, advertising and investment in its digital classroom services had generated substantial goodwill and reputation in the expression "SMARTCLASS". It was further contended that the Defendants adopted the Impugned Mark for identical or similar digital classroom services with the intention of taking unfair advantage of the goodwill and reputation associated with the Plaintiff's Marks. The Plaintiff also contended that its registrations and applications for registration demonstrate that the expression "SMARTCLASS" is not merely descriptive or generic, and that the Defendants' use of the Impugned Mark infringes its statutory rights and constitutes passing off.

14. On behalf of Defendant No. 2, it was submitted that the Plaintiff has no exclusive rights in the expression "SMARTCLASS", which is descriptive of technology-enabled classroom services and is commonly used in the relevant field. It was further contended by Defendant No. 2 that the use of the Impugned Mark in conjunction with Defendant No. 2's house mark

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"SAMSUNG", a well-known trademark, distinguishes its services from those of the Plaintiff.

15. The Plaintiff asserts an exclusive right in the expression "SMARTCLASS" based on continuous use since 2003 and relies upon registrations and accepted applications incorporating "SMARTCLASS" and "DIGITAL CLASSROOM", either independently or in conjunction with "EDUCOMP". The existence of such registrations and applications does not, however, establish, of itself, that the expression "SMARTCLASS" has acquired distinctiveness independently of the Plaintiff's Marks. The Plaintiff was required to adduce evidence of its use and the goodwill thereby acquired to establish that the expression had come to be associated with its services.

16. Despite having been afforded multiple opportunities, the Plaintiff has not adduced any evidence to establish the distinctiveness of the expression "SMARTCLASS". Plaintiff's evidence was closed by order dated 19.09.2019. Consequently, Plaintiff's assertions concerning the extent of use, the goodwill acquired in the common expression "SMARTCLASS" and the association of that expression with its services remain unsubstantiated. Further, Defendant No. 2's application for registration of the Impugned Mark during the pendency of the Suit does not, of itself, determine whether the expression "SMARTCLASS" is descriptive or has acquired distinctiveness. In the absence of evidence establishing such distinctiveness, the Plaintiff has failed to establish an exclusive right in that expression independently of the Plaintiff's Marks.

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17. The claim of infringement must be determined by reference to the rights conferred by the Plaintiff's Marks, considered as a whole. The Plaintiff relies upon the presence of the common expression "SMARTCLASS" in the Plaintiff's Marks and the Impugned Mark to allege deceptive similarity. The competing marks, however, incorporate distinct house marks, namely "EDUCOMP" and "SAMSUNG", respectively. Registration of the Plaintiff's Marks as composite marks confers exclusive rights in those marks taken as a whole; it does not, of itself, confer an exclusive right in the expression "SMARTCLASS", which forms only a part thereof, particularly in the absence of evidence establishing its distinctiveness. That expression cannot, therefore, be considered in isolation from the remaining elements of the Plaintiff's Marks. The competing marks must be assessed in their entirety, having regard to the rights established by the Plaintiff and the overall impression conveyed by each mark, to determine whether their similarity is likely to cause confusion or association among the relevant public.

18. In the present case, Defendant No. 2's use of the expression "SMARTCLASS" does not, of itself, establish infringement. The Plaintiff has failed to demonstrate that the Impugned Mark, considered as a whole, is likely to cause confusion or lead the relevant public to believe that the Defendants' services originate from, or are associated with, the Plaintiff. Accordingly, infringement of the rights conferred by the Plaintiff's Marks has not been established.

19. The precedents relied upon by the Plaintiff, namely ***Amritdhara Pharmacy*** (*supra*), ***Mankind Pharma Limited*** *(supra),* ***Kaira District***

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Cooperative Milk Producers Union Ltd. *(supra) and* ***Moonshine Technology Private Limited*** *(supra*), do not advance its case. The principles governing deceptive similarity and likelihood of confusion must be applied with due regard to the nature of the Impugned Mark and the rights established by the Plaintiff.

20. In the present case, the Plaintiff failed to establish any distinctiveness in the expression "SMARTCLASS" nor demonstrated that the Impugned Mark, considered in its entirety, is likely to cause confusion or association among the relevant public. The mere presence of the common expression "SMARTCLASS" in the Impugned Mark is insufficient to establish infringement in the absence of such likelihood of confusion.

21. Accordingly, Issue No. 1 regarding the infringement of the Plaintiff's Mark by the Defendants is decided against the Plaintiff and in favour of the Defendants.

Issue No. 2: Whether the Plaintiff is entitled for the Injunction prayed for?

22. The Plaintiff seeks a decree of permanent injunction on the grounds of infringement and passing off. The claim of infringement has already been considered under Issue No. 1 and has been decided against the Plaintiff. The claim of passing off, however, requires independent consideration.

23. To establish passing off, the Plaintiff was required to establish goodwill and reputation in its services, misrepresentation on the part of the Defendants, and damage or likelihood of damage arising therefrom. The Plaintiff contends that the Defendants adopted the Impugned Mark to take advantage of the goodwill and reputation associated with the Plaintiff's

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Marks. Defendant No. 2, on the other hand, submits that the use of the expression "SMARTCLASS" in conjunction with its house mark "SAMSUNG" distinguishes its services from those of the Plaintiff.

24. In the present case, the Plaintiff has not adduced evidence to establish the goodwill and reputation allegedly acquired in the expression "SMARTCLASS" or that the expression had come to be exclusively associated with its services. Further, the Plaintiff has not established that the Defendants' use of the Impugned Mark, in conjunction with the prominent house mark "SAMSUNG", amounts to a misrepresentation likely to deceive the relevant public into believing that the Defendants' services originate from or are associated with the Plaintiff. Consequently, the essential ingredients of passing off have not been established.

25. In view of the above, the Plaintiff has failed to establish either infringement or passing off. Accordingly, the Plaintiff is not entitled to the relief of permanent injunction as prayed for. Issue No. 2 is, therefore, decided against the Plaintiff and in favour of the Defendants.

Issue No. 3: Whether the Plaintiff is entitled for Damages, if so, to what extent?

26. The Plaintiff has sought damages on the ground that the Defendants' use of the Impugned Mark has caused pecuniary and non-pecuniary loss to its business and reputation. However, the Plaintiff has not adduced any evidence to establish the alleged loss or quantify the damages claimed.

27. Further, in view of the findings under Issues Nos. 1 and 2, the Plaintiff has failed to establish infringement or passing off by the Defendants.

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28. In the absence of evidence establishing liability or the loss allegedly suffered by the Plaintiff, no case for award of damages is made out. Accordingly, Issue No. 3 is decided against the Plaintiff and in favour of the Defendants.

Issue No. 4: Whether the Suit is bad for impleadment of Defendant No. 1, who is neither a necessary nor a proper party?

29. Defendant No. 2 contends that Defendant No. 1 had ceased to be associated with Defendant No. 2 in December 2014 and was, therefore, neither a necessary nor a proper party to the present Suit. The Plaintiff, on the other hand, submits that Defendant No. 1 was part of the management of Defendant No. 2 when the use of the Impugned Mark commenced in 2013 and cannot avoid responsibility for the acts allegedly committed during his tenure.

30. It is an admitted position that Defendant No. 1 served as the Managing Director of Defendant No. 2 until December 2014. The Plaintiff alleges that the Defendants commenced using the Impugned Mark in 2013, during Defendant No. 1's tenure. However, the Plaintiff has not led evidence to establish any independent role or personal involvement of Defendant No. 1 in the alleged infringement or passing off. Mere association with Defendant No. 2 in the capacity of its Managing Director, by itself, does not establish his personal liability for the acts alleged against the company.

31. In any event, in view of the findings under Issues Nos. 1 and 2, the Plaintiff has failed to establish infringement or passing off by the Defendants. Accordingly, no relief can be granted against Defendant No. 1. Issue No. 4 is, therefore, decided in against the Plaintiff and in favour of the

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Defendant. Defendant No. 1 is directed to be deleted from the array of the Parties.

Relief:

32. In view of the foregoing discussion, the Plaintiff has failed to establish infringement of its registered trademarks or passing off by the Defendants. The Plaintiff has also failed to establish its entitlement to a decree of permanent injunction or damages. Further, no independent role or personal involvement of Defendant No. 1 in the alleged infringement or passing off has been established to warrant any relief against him and, accordingly, Defendant No. 1 is deleted from the array of the Parties.

33. Accordingly, all Issues are decided against the Plaintiff and in favour of the Defendants. Consequently, the Plaintiff is not entitled to any of the reliefs prayed for in the present Suit.

34. The present Suit is accordingly dismissed. There shall be no order as to costs.

TEJAS KARIA, J

NOVEMBER 6, 2026
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