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

+ **CS(COMM) 431/2024**

**JAIPURIA EDUTECH FOUNDATION & ANR. .... Plaintiffs**

Through: **Mr. Rohit Sharma, Mr. Jatin Lalwani &  
Mr, Nikhil Purohit, Advs.**

versus

**SHYAMLALBABU EDUCATIONAL TRUST .... Defendant**

Through: **None**

**CORAM:  
HON'BLE MR. JUSTICE ANISH DAYAL**

**ORDER**  
**24.05.2024**

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**I.A. 30242/2024 (application for appointment of Local Commissioner)**

1. This application is not pressed at this stage.
2. Accordingly, this application is kept in abeyance till further orders.

**I.A. 30243/2024 (Exemption from filing certified, clear copies and typed copies of documents)**

1. Exemption is granted, subject to all just exceptions.
2. Applicant shall file legible, clear, typed and original copies of the documents on which the applicant may seek to place reliance before the next date of hearing.
3. Application stands disposed of.

**CS(COMM) 431/2024**

1. Let the plaint be registered as a suit.
2. Upon filing of process fee, issue summons to the defendant by all



permissible modes. Summons shall state that the written statement be filed by the defendant within 30 days from the date of receipt of summons. Along with the written statement, the defendant shall also file affidavit of admission/denial of plaintiff's documents, without which the written statement shall not be taken on record. Liberty is given to plaintiff to file a replication within 30 days of the receipt of the written statement. Along with the replication, if any, filed by the plaintiffs, affidavits of admission/denial of documents filed by the defendant, be filed by plaintiff, without which the replication shall not be taken on record. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the timelines.

3. List before the Joint Registrar for marking of exhibits on 27<sup>th</sup> August 2024.
4. It is made clear that any party unjustifiably denying documents would be liable to be burdened with costs.

**I.A. 30241/2024 (under Order XXXIX Rule 1 & 2 CPC)**

1. This application under Order XXXIX Rules 1 and 2 of Code of Civil Procedure, 1908 ('CPC') has been filed by plaintiffs as part of the suit for a decree of declaration and permanent injunction, restraining defendant and all those acting for, or on their behalf, from using the plaintiffs' trademarks in respect of 'Jaipuria International Schools' and 'Seth M.R. Jaipuria School', and/or any other marks deceptively similar to the plaintiffs' trademarks.

2. Plaintiffs are a part of the **Jaipuria Group** who are, *inter alia*, involved in education establishments and run schools and managements across the country. Plaintiff no.1 is the exclusive owner and holds the intellectual property rights in the brand name 'Seth M.R. Jaipuria School' as also 'Jaipuria International Schools'. Accordingly, plaintiff no.1 is also the executive owner of all Intellectual Property relating to educational material, guidelines, recommendations and framework of curriculum, courses, contents, teaching methodology etc. Plaintiff no. 1 secured registration of wordmark 'Seth M.R Jaipuria School' vide



Registration No. 2837466 dated 04<sup>th</sup> November 2014 under class 16, 35 and 41. It also secured registration of mark “*Jaipuria International Schools*” vide No. 3308286 dated 13<sup>th</sup> July 2016 under Classes 16, 35 and 41. The device mark of



“Jaipuria Schools” is also registered vide No. 2486597 dated 27<sup>th</sup> February 2013 under Class 16, 35, and 41.

3. Plaintiff no.1 grants franchises to various educational establishments through plaintiff no.2. Accordingly, a Franchise Agreement dated 8<sup>th</sup> February 2022 with executed with the defendant trust for setting up school at Muzaffarpur, Bihar- 843105. As per the Franchise Agreement, which is appended along with the plaint, license was granted to franchisee/ defendant to use the *Jaipuria* intellectual property for the franchised school. Detailed terms and conditions were also part of the agreement. Clause 5 provided terms relating to termination of the agreement, and Clause 7 stated that nothing in the agreement would create any right in the intellectual property in respect of franchisee/ defendant. As per Clause 10.1, the agreement was governed by the laws of India and exclusive jurisdiction was granted to the Courts at New Delhi.

4. Subsequently, since the school building was not set up and the school continued to operate on temporary premises, a rectification notice was sent to defendant on 9<sup>th</sup> May 2022. Plaintiffs’ representatives were consistently engaged with the defendant who assured that construction would be completed by July-August 2022, which was not done. Due to this and other material breaches, the Franchise Agreement was terminated by notice dated 12<sup>th</sup> January 2023. Despite termination, defendant trust continued to use the trademark at their school in Muzaffarpur. A cease-and-desist notice was sent to defendant trust was sent on 14<sup>th</sup> February 2023. However, despite this, defendant has not stopped using



trademarks of plaintiff. On 10<sup>th</sup> August 2023, final notice was sent, to which a response was received stating that they were not using the ‘Seth M.R. Jaipuria’ brand nor do they have any intention to use the same in the future.

5. On 1<sup>st</sup> February 2024, as per report from the filed officers, it transpired that the school had shifted from its previous location and now runs under the name of ‘Jaipuria International School’ from nursery to class VIII at a new address at Rewa Road, near Murraya Auto Yamaha Showroom, Muzaffarpur, Bihar. It was found that ‘Seth M.R. Jaipuria’ labels were also being used at the reception of the school. Pictorial representations of the same are as under:

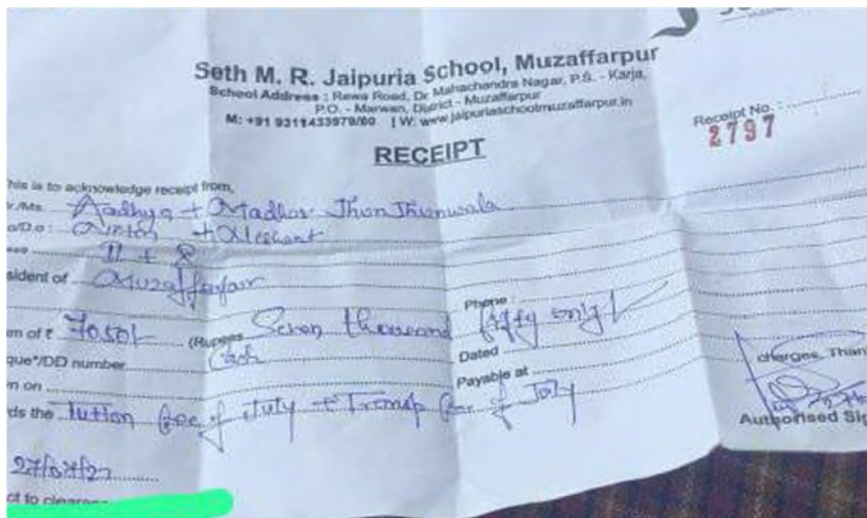




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6. In this view of the matter, in the opinion of this Court, plaintiff has made out a *prima facie* case for grant of an *ex parte ad interim* injunction till the next date of hearing. Balance of convenience lies in favour of plaintiff, and plaintiff is likely to suffer irreparable harm in case the injunction, as prayed for, is not granted.

7. Accordingly, till the next date of hearing, *ex parte ad interim* injunction is passed against defendant in the following terms:

7.1 Defendant, and all those acting for or / and on their behalf, are restrained from using plaintiffs' trademarks in respect of "*Jaipuria International Schools*", "*Seth M.R. Jaipuria School*", and the device mark



, and/or any other marks deceptively similar to plaintiffs' marks in respect of school or any other educational services.

8. Taking into account that the functioning of the school should not be affected immediately, the said injunction will come into operation from 15<sup>th</sup> July



2024, on or before which defendant shall take steps to erase all references to plaintiffs' marks. A compliance report of the same will be filed on or before 30<sup>th</sup> July 2024 with copies to the opposite counsel.

9. On steps being taken by plaintiff, issue notice to defendant through all permissible modes including speed post, courier, and email. Affidavit of service along with proof thereof be placed on record before the next date of hearing.

10. Reply be filed before the 30<sup>th</sup> July 2024, with advance copy to the counsel for plaintiff, who may file rejoinder thereto, if so desired, before the next date of hearing.

11. Compliance with Order XXXIX Rule 3, CPC be effected within a week's time.

12. List on 11<sup>th</sup> September 2024.

13. Copy of order be given *dasti*.

14. Order be uploaded on the website of this Court.

**ANISH DAYAL, J**

**MAY 24, 2024/sm/rj**