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

+ **CS(COMM) 474/2026 & I.A. 12491/2026**

EDUCATION TODAY

.....Plaintiff

Through: Mr. Rajiv Nayar and Mr. Nakul Dewan,
Senior Advocates with Mr. Ketan Gaur,
Mr. Ankit Pal, Mr. Utsav Saxena, Ms.
Maujina Dasgupta and Mr. Satyendra
S., Advocates.

versus

VASANT VALLEY CONCEPT SCHOOL & ORS.Defendants

Through: Mr. Lokesh Kumar Sharma, Advocate
for D-1.
Mr. Varun Pathak, Mr. Akhil Shandilya
and Mr. Vishwajeet Deshmukh,
Advocates for D-5.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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19.05.2026

I.A. 13997/2026 (Seeking to place on record settlement agreement)

1. This is an application under Section 151 of the Code of Civil Procedure, 1908, filed on behalf of the plaintiff, however stated to be with consent of the defendant no.1, to place on record the Settlement Agreement dated 12.05.2026 and to pass a decree in terms thereof.
2. The Settlement Agreement dated 12.05.2026 has been appended to the present application. The terms of settlement have been recorded and reduced into writing in para 3 and 4 of the Settlement Agreement. The para nos. 3 and 4 are extracted hereunder:

“3. The Parties exchanged proposals and/or terms for settlement of the dispute on 05 May 2026, 08 May 2026, and 09 May 2026. Accordingly, the following settlement has been arrived at, between the Parties hereto:

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(a) Defendant No.1 agrees and undertakes to change and/or modify its name on or before 30 June 2026 and remove the Plaintiff's registered mark - VASANT VALLEY, therefrom;

(b) Defendant No.1 agrees and undertakes that it shall not use the name/trade mark VASANT VALLEY and/or any other mark which is identical and/or deceptively similar to VASANT VALLEY in any manner whatsoever that may lead to the infringement of the Plaintiff's registered trademark - VASANT VALLEY;

(c) Defendant No.1 agrees and undertakes that it shall not use the name/trademark VASANT VALLEY and/or any other mark which is identical and/or deceptively similar to VASANT VALLEY in any manner whatsoever or for any goods or services or doing any act representing an association of Defendant No.1 with the Plaintiff thereby leading to passing off;

(d) Defendant No.1 agrees and undertakes that it shall not use the name/trademark VASANT VALLEY and/or any other mark which is identical and/or deceptively similar to VASANT VALLEY in any manner and for any goods or services which may lead to unfair competition, tarnishment, and dilution of the Plaintiff's registered trademark -VASANT VALLEY;

(e) Defendant No.1 agrees and undertakes to file an appropriate application to the Education Department of the State of Telangana/ the Telangana State Board of Secondary Education and/or any other appropriate/ competent authority to change/modify the name of Defendant No.1 on its registration and affiliation certificate within a period of 30 days from the date of the final order passed by the Hon'ble High Court ("**Final Order**").

(f) Defendant No.1 agrees and undertakes to cease all use of the Plaintiff's registered mark VASANT VALLEY and/or any deceptively similar or identical mark on any goods, banners, hoardings, stationery, uniforms, catalogues, brochures, publicity material and all other materials stored in digital and/or physical form by Defendant No.1, including in all public places, on or before 30 June 2026;

(g) Defendant No.1 undertakes that as on the date of this Settlement Agreement, Defendant No.1 has permanently taken down its website, (i.e., <https://vasantvalleyconceptschoo.com>), and shall thereafter permanently refrain from using any domain name incorporating the Plaintiff's registered mark or any deceptively similar mark;

(h) Defendant No.1 undertakes that as on the date of this Settlement Agreement, Defendant No.1 has permanently taken down its page on



YouTube (i.e., <https://www.youtube.com/VCavasantvalleyschool/shorts>);

(i) Defendant No.1 undertakes to permanently take down its pages on social media platforms, including on Facebook (i.e., Defendant No.5) (i.e. <https://www.facebook.com/pages/vasant-valleyconcept-school/316901188426361>) and on Instagram (i.e., Defendant No. 5) (i.e., https://www.instagram.com/vasant_valley_high_school/) before 19 May 2026;

(j) Defendant No.1 undertakes that as on the date of this Settlement Agreement, Defendant No.1 has written to Just Dial (i.e., Defendant No. 6) to delete and permanently take down the page of Defendant No. 1 from its website (i.e., <https://www.iustdial.com/Karimnagar/Vasant-Valley-Concept-School-Vasant-Valley-School-Ganesh-Nagar/9999PX878-X878-191125182259-L4I9BZDET>) and undertakes that it will forthrightly coordinate with JustDial (Defendant No. 6) to ensure that Defendant No. 1's page shall be immediately removed;

(k) Defendant No.1 agrees and undertakes that it shall not, now or in the future, apply for, seek to register, or cause to be applied for or register, any trademark, trade name, logo, device, domain name, or any other commercial identifier (including on any social media/ advertising platform) that is deceptively similar or identical to the Plaintiff's registered trademark – VASANT VALLEY, or any formative, variant, or derivation thereof, in any class, for any goods or services, before any registry or authority in India or abroad;

(l) Defendant No.1 further agrees and undertakes that it shall not, directly or indirectly, oppose, object to, file any opposition, rectification, cancellation, or any other adversarial proceedings against any trademark applications, registrations, copyrights or other intellectual property filings made by the Plaintiff or its affiliates, whether in India or abroad, in relation to the registered mark of the Plaintiff- VASANT VALLEY;

(m) The Plaintiff agrees and undertakes not to seek an order in the Suit for rendition of accounts of the profits earned by the Defendant. 1 on account of use of the registered mark of the Plaintiff or any other deceptively similar mark;

(n) The Plaintiff agrees and undertakes to not seek any order directing Defendant No.1 to pay any monies towards damages including the loss of revenue by the Plaintiff as also the loss of reputation and goodwill of the Plaintiff due to the infringement of its registered mark - VASANT VALLEY, by Defendant No.1;

(o) Defendant No.1 agrees and undertakes to prepare and furnish a compliance report showing compliance with the terms of the Settlement Agreement on or before 10 July 2026; and,

(p) The Parties agree and undertake to jointly state before this Hon'ble



High Court that Defendant No. 1 was/is neither associated, affiliated, connected with, nor endorsed by the Plaintiff or Vasant Valley School, New Delhi.

4. The Parties agree that they shall jointly pray to the Hon'ble High Court that the present Suit be decreed in terms of this Settlement Agreement as per the prayers set out in paragraph 103 (a) to (c) of the Plaint, reproduced hereinunder:

“103. In view of the aforesaid, the Plaintiff humbly prays as under:

(a) An order for permanent injunction restraining Defendant No. 1, their principal officers, proprietors/partners, servants, agents, their affiliates, subsidiaries, and all others acting for and on their behalf from using the name/ mark VASANT VALLEY and/or any other mark which is identical or deceptively similar to the Plaintiff's Mark, including on any digital or physical advertisement, as part of any domain, email ID, uniform, stationery, or in any manner in the course of trade, leading to infringement of Plaintiff's registered trademark VASANT VALLEY;

(b) An order for permanent injunction restraining Defendant No. 1, their principal officers, proprietors/partners, servants, agents, their affiliates, subsidiaries, and all others acting for and on their behalf from using the name/ mark VASANT VALLEY and/or any other mark which is identical or deceptively similar to the Plaintiff's Mark, in any manner whatsoever or for any goods or services or doing any act representing an association of the Defendant No. 1 with the Plaintiff's School thereby leading to passing off;

(c) An order for permanent injunction restraining Defendant No. 1, their principal officers, proprietors/partners, servants, agents, their affiliates, subsidiaries, and all others acting for and on their behalf from using the name/ mark VASANT VALLEY and/or any other mark which is identical or deceptively similar to the Plaintiff's Mark in any manner and for any goods or services leading to unfair competition, tarnishment and dilution of the Plaintiff's Mark - VASANT VALLEY.”””

3. So far as sub-para (e) of para 3 above is concerned, the defendant no.1 has agreed and undertakes to file an appropriate application with the Education Department of the State of Telangana or the The Telengana State Board of Secondary Education to change/modify the name of the defendant no.1 on its registration and affiliation certificate within a period of 30 days from today.

4. Learned counsel for the defendant no.1 states that the compliance shall be carried out within the time stipulated.



5. So far as sub-para (i) of para 3 of the Settlement Agreement is concerned, learned counsel for the defendant no.1 states that the said Facebook page has been created and pertains to an ex-student of the defendant no.1 and defendant no.1 shall take all possible steps to persuade the said person to either change or delete the said Facebook page, failing which, the defendant no.5 is directed to comply with the orders and take down the said Facebook page which is indicated in sub-para (i) of para 3 of the application.

6. So far as the Instagram page is concerned, the learned counsel for the defendant no.1 states that the same shall be delisted or taken down on or before 25.05.2026.

7. Learned counsel for the defendant no.1 states, on instructions, that the Justdial page has already been taken down, Mr. Nayar, learned senior counsel appearing for the plaintiff states that the said page is still showing contents as of now.

8. Learned counsel for the defendant no.1 undertakes to complete the compliance so far as sub-para (j) of para 3 is concerned on or before 25.05.2026, failing which, defendant no.6 is directed to comply with the said directions and take down or delist websites mentioned in sub-para (j) of para 3 of the Settlement Agreement.

9. Learned counsel state that all other compliances are complete.

10. The parties shall remain bound by the terms of the Settlement Agreement.

11. This Court has perused the terms of settlement and finds them lawful.

12. Though, the application is not filed under the provisions of Order XXIII Rule 3 of the CPC, 1908, however, the contents of the application persuade this Court to pass an order under the said provision.

13. This Court finds no impediment in case the suit is decreed in terms of the Settlement Agreement arrived at.



14. Let a decree sheet be drawn up in terms of the Settlement Agreement particularly para 3 and 4 noted above.
15. The plaintiff seeks and is granted refund of Court Fees under the provisions of Section 16 of the Court Fees Act, 1870 read with the Court Fees (Delhi Amendment) Act, 2026 upon completion of all the formalities as per Rules.
16. The suit is decreed and disposed of in the above terms.
17. The defendant no.1 shall file a compliance affidavit within 15 days from date in terms of para 3(o). The compliance affidavit shall be filed on or before 10.07.2026. An advance copy thereof be furnished to learned counsel for the plaintiff.
18. The next date of hearing before the Joint Registrar stands cancelled.

TUSHAR RAO GEDELA, J

MAY 19, 2026

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