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

+ CS(COMM) 766/2024 & I.A. Nos. 38713/2024, 38714/2024,
38715/2024 & 39198/2024

JAIPURIA EDUTECH FOUNDATION & ANR.Plaintiffs

Through: Mr. Rohit Sharma with Mr. Jatin
Lalwani, Mr. Nikhil Purohit and Mr.
Jai Rawat, Advocates.
(M): 9425929897
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delhiofficerschambers@gmail.com

versus

YUG CHARITABLE TRUSTDefendant

Through: Mr. Bilal A. Khan and Ms. Anshu
Kapoor, Adv.
M: 9319577203
Email: chambers.bilal@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **11.09.2024**

**I.A. 38715/2024 (Seeking exemption from filing certified/original copy
of annexures and fair typed copy of dim/legible annexures)**

1. The present is an application under Section 151 of the Code of Civil Procedure, 1908 ("CPC"), on behalf of the plaintiffs, seeking exemption from filing certified/original copy of annexures, and fair typed copy of dim/legible annexures.
2. Exemption is granted, subject to all just exceptions.
3. Plaintiffs shall file legible, clear, and translated copies of the documents, on which the plaintiffs may seek to place reliance, before the



next date of hearing.

4. Accordingly, the present application is disposed of.

I.A. 39198/2024 (Application seeking exemption from Pre-litigation Mediation)

5. Learned counsel appearing for the defendant has put in appearance and submits that the earlier Pre-litigation Mediation has been a non-starter.

6. Accordingly, the present application is disposed of.

I.A. 38714/2024 (Application for appointment of Local Commissioner)

7. Since the defendant has appeared on advance notice, the present application is accordingly, disposed of.

CS(COMM) 766/2024 & I.A. 38713/2024 (Application under Order XXXIX Rules 1 & 2)

8. Let the plaint be registered as a suit.

9. Learned counsel appearing for the plaintiffs submits that this is the second round of litigation between the parties. Earlier also, dispute had arisen between the parties, however, the said dispute had culminated into a Settlement Agreement between the parties, pursuant to which a fresh Franchise Agreement was signed by the plaintiffs with the defendant.

10. It is submitted that from the commencement of the Franchise Agreement, the defendant has been dishonest about payment of the pending dues agreed in the termination agreement dated 12th March, 2021, which was part of the earlier Settlement Agreement between the parties and also under the new Franchise Agreement.

11. It is submitted that despite various E-mails and requests by the plaintiff, for performance evaluation and audit services under the Franchise Agreement, the defendant has not been coming forward with giving requisite



information to the plaintiffs. Thus, it is submitted that defendant has purposefully resorted to withholding of the accurate data to avoid paying the service fee obligated under the Franchise Agreement.

12. Learned counsel appearing for the plaintiff submits that defendant has also failed to provide any record or details for the status of payments receivable for the pending academic fees for the financial years 2021-22, 2022-23 and 2023-24. Thus, it is submitted that a large amount of service fee is pending payment from the defendant to the plaintiffs, the details of which have been given in paragraph 89 of the plaint.

13. Accordingly, it is submitted that in view of the various anomalies committed by the defendant, the termination notice dated 30th May, 2024 was issued by the plaintiffs to the defendant informing that the Franchise Agreement dated 12th March, 2021 between them has been terminated with immediate effect, in terms of Clause 5.2 of the agreement. It is submitted that the termination notice also called upon the defendant to remove all the holdings, logos, marks or other references to the Jaipuria IP, within fifteen days from the receipt of the notice. However, despite the termination of the Franchise Agreement by the plaintiff no.2, the defendant is still continuing to use and operate its Franchisee School under the brand of the plaintiffs by unlawfully using its registered trademark.

14. Issue summons. Summons is accepted by learned counsel appearing for the defendant.

15. Let written statement be filed by the defendant within thirty days from today. Along with the written statement, the defendant shall also file affidavit of admission/denial of the plaintiffs' documents, without which, the written statement shall not be taken on record.



16. Liberty is given to the plaintiffs to file replication within thirty days from the date of receipt of the written statement. Further, along with the replication, if any, filed by the plaintiffs, an affidavit of admission/denial of documents of the defendant, be filed by the plaintiffs, without which, the replication shall not be taken on record. If any of the parties wish to seek inspection of the documents, the same shall be sought and given within the timelines.

17. Let reply to *I.A. 38713/2024*, be filed within a period of four weeks.

18. Rejoinder thereto, if any, be filed within two week, thereafter.

19. Considering the submissions made before this Court, it is directed that defendant shall not admit any new student, till the next date of hearing.

20. List before the Joint Registrar for marking of exhibits on 29th October, 2024.

21. List before the Court on 18th November, 2024.

MINI PUSHKARNA, J

SEPTEMBER 11, 2024/kr