



**IPAB** Intellectual Property Appellate Board  
balancing ip-protection

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SR.NO.72/2017/TM/MUM

WEDNESDAY, THIS THE 13<sup>TH</sup> DAY OF MAY, 2020

HON'BLE SHRI JUSTICE MANMOHAN SINGH  
HON'BLE Dr. ONKAR NATH SINGH

CHAIRMAN  
TECHNICAL MEMBER (PVPAT)

INTEL CORPORATION 2200,  
MISSION COLLEGE BOULEVARD,  
SANTA CLARA,  
ALIFORNIA, 95052-8119,

.... Applicant

(Represented by – Mr. Ranjan Narula)

**VERSUS**

1) AURIONPRO SOLUTIONS LIMITED  
35<sup>TH</sup> FLOOR, SUNSHINE TOWER,  
TULSI PIPE ROAD,  
NEAR INDIA BULLS OFFICE,  
DADAR (WEST), MUMBAI - 400 013.

2) THE REGISTRAR OF TRADE MARKS  
TRADE MARKS REGISTRY,  
BAUDHIK SAMPADA BHAWAN,  
NEAR ANTOP HILL HEAD POST OFFICE,  
S.M. ROAD, MUMBAI - 400 037

.... Respondents

(Represented by – None)

**HON'BLE SHRI JUSTICE MANMOHAN SINGH, CHAIRMAN**

1. The learned counsel appears on behalf of the appellant. In view of the order passed by the Hon'ble High Court of Delhi in CS (COMM) 1370/2016, I.As. 20313/2014, 5655-57/2015 & 4901/2017 vide order dated 26.11.2019, the contents of the communication are reproduced here below:

*“The parties have arrived at a settlement on the following terms and conditions, as per Settlement Agreement dated 12<sup>th</sup> November 2018.*

*!) Aurionpro confirms that pursuant to amalgamation of Intellvisions, it has been operating two companies in India and UAE as listed below under Intellvisions name:*

*i) Intellvisions Solutions Private Limited, India*

*ii) Intellvisions Software LLC, UAE*

*2) Aurionpro confirms that pursuant to the amalgamation of Intellvisions Software Limited into Aurionpro Solutions Limited they have been assigned interest and title into several pending applications and registrations of trademarks as per list attached which are under objections by Intel.*

- 3) *Aurionpro and Intel have agreed to resolve all disputes whereby Aurionpro represents that it has initiated rebranding of all of its products/services that were earlier being offered under the mark Intellvisions.*
- 4) *Aurionpro and Intel have mutually resolved that within the phase out period of 6 months from the date of this agreement, Aurionpro shall give up the use of Intellvisions as a trade mark and withdraw all pending applications and registrations pertaining to INTELLVISIONS and INTELLVISIONS Automation --- Limited to your Imagination as agreed upon and settled between the parties.*
- 5) *The parties INTEL and Aurionpro have mutually agreed that Aurionpro shall be at liberty to continue with the operation of the two pre-existing companies in India and UAE, which are named:*
  - iii) *Intellvisions Solutions Private Limited, India*
  - iv) *Intellvisions Software LLC, UAE*

*And that the giving up of the trademarks shall have no bearing on the usage or continuation of the aforesaid two Companies with their existing names. It is however, agreed between the two parties that Aurionpro shall not float any other company with the name of Intellvisions in India or elsewhere and the continuation of existence shall be confined to the two above named entities only in relation to bank interactive kiosks and ATM.*

- 6) *Intel understands Aurionpro had acted in good faith during amalgamation process and had no intention to infringe Intellectual Property Rights of Intel.*
- 7) *Intel and Aurionpro agree to jointly make a request in respect of suit No. CS (COMM) No.1370 of 2016 to be disposed off as settled in terms of this settlement agreement to which the parties shall remain bound.*
- 8) *Intel and Aurionpro agree to jointly make a request before the IPAB for cancellation of registration nos. 11616652 in class 37. Aurionpro shall assign all its rights qua the said marks in favour of INTEL.*
- 9) *Intel and Aurionpro state that they have no other claims against each other. Both parties agree to bear their respective cost. The parties agree to sign such other documents, as may be necessary, to give effect to the terms of this settlement and conclude the matter expeditiously.*
- 10) *The agreement has been signed by authorized signatories of the respective companies. The authorized signatories confirm they have authorization to enter into this settlement and its terms are binding on their Directors, servants, agents and assigns in the business."*

2. In view of the settlement arrived between the parties and the Annexure-5 along with the communication, the prayer in the present petition is allowed. The Trademark No.1616652 in Class 37 is removed from the register of the Trademarks. The respondent No.2 shall take necessary steps at an early date. Copy of the order sent to both the parties, also to the respondent No.2. The petition is accordingly allowed. No cost.

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sd-/

**(ONKAR NATH SINGH)**  
**TECHNICAL MEMBER (PVPAT)**

**(JUSTICE MANMOHAN SINGH)**  
**CHAIRMAN**

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