

IN THE COURT OF MAHAVIR SINGH, ADDITIONAL DISTRICT JUDGE-CUM-PRESIDING JUDGE, EXCLUSIVE COMMERCIAL COURT AT GURUGRAM EXERCISING JURISDICTION UNDER THE COMMERCIAL COURTS ACT, 2015 (UID No. HR-0141)

CNR No. HRGR01-013221-2025

CIS No. CS-113-2025

President and Fellows of Harvard College Versus BIG Red Education and another

Application under Order XXXIX Rules 1 & 2 read with Section 151 of the Code of Civil Procedure, 1908

Argued by: S/Shri R.K. Aggarwal, Vinay Padam and Vivek Nasa,
Advocates for applicant/plaintiff.
S/Shri Karan Bajaj, Sanat Tokas and Vinayak Gupta,
Advocates for respondents/defendants.

ORDER:

This order will dispose of an application under Order XXXIX Rules 1 & 2 read with Section 151 of the Code of Civil Procedure, 1908 (hereinafter to be referred as the 'CPC') moved by the applicant/plaintiff.

2. It is mentioned in the application that the present suit relates to infringement of Trademark "HARVARD" and the plaintiff seeks reliefs of permanent injunction, damages and other appropriate reliefs. The plaintiff seeks to restrain the defendants from offering educational programs, reproducing, using or otherwise copying, the word mark that belongs to plaintiff, without authorization who are being unjustly enriched by willfully misusing the proprietary rights of the plaintiff. The defendants by dishonestly adopting the famous trademark of the plaintiff are trying to encash upon the worldwide reputation established by the plaintiff. The interests of the plaintiff would be seriously prejudiced if the

defendants are allowed to continue to infringe the trademark of the plaintiff. The plaintiff is enforcing its statutory rights before this court for protecting its interest till final disposal of the present suit.

3. The plaintiff is the registered proprietor of the well-known trademark "HARVARD", registered in India under the Trade Marks Act, 1999, in Class 41 under Registration No. 1301756, and used since 1636 in connection with educational services, research, and related activities. The defendants' use of plaintiff's worldwide well-known mark "HARVARD" by prefixing it to its courses, such as "Harvard Youth Leadership Conference" "Harvard Youth Lead The Change" "Harvard Debate League" and using phrases like "Harvard Mentor" and "Become a Harvard Trained leader" on its website (www.bigrededucation.com and harvardyle.org) and brochures, constitutes infringement under Section 29 and passing off under Section 27 of the Trade Marks Act. The defendants' false claims of affiliation with "HARVARD" student organizations and their continued infringement despite cease and desist notices dated 06.12.2023 and 11.06.2025 demonstrate malafide intent. The defendants have failed to show or produce any document in writing which may constitute a permission or consent from the plaintiff to the defendants to use its world-famous trademark "HARVARD". The plaintiff is the registered proprietor of the renowned trademark "HARVARD". The plaintiff has invested a large sum of money and has put in enormous

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efforts to advertise its services and promote its brand. Plaintiff is engaged in its well-established activities in the field of education, research services, and related activities since the year 1636, with a global reputation evidenced by its ranking in the QS World University Rankings. The plaintiff would suffer irreparable loss and injury which cannot be computed or compensated in terms of money. The defendants' actions dilute the distinctiveness of the "HARVARD" trademark, tarnish its reputation, and cause confusion among students, who may associate the defendants' substandard programs with the plaintiff's prestigious services as reported by the magazine, "The Harvard Crimson" on 18.10.2024. The Harvard Crimson reported that "former mentors for the [Big Red] group said it exploited and deceived the Ivy League students staffing its conferences". In addition, the students who did participate reported to the magazine "inappropriate jokes and comments, uncomfortable physical interactions, peer pressure to indulge in certain going-out activities including the consumption of alcohol, and general disrespect for the safety and personal concerns of our YLC team." Although plaintiff denies there was ever an official relationship with defendants, defendants reported to The Harvard Crimson that it "split" any connection with "HARVARD" student groups. Nevertheless, defendants continue to solicit "HARVARD" students and use the "HARVARD" trademark to solicit unsuspecting consumers in India. The

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defendants' solicitation of funds under false pretences of plaintiff's affiliation further causes reputational and financial harm that cannot be fully compensated by damages. Such an act of blatant infringement will result in losses that are immeasurable which makes it imperative that the defendants' infringing activities be restrained through an urgent order of this court. Since the defendants have been running various educational programs from time to time throughout the year by using the name "HARVARD", the defendants can anytime launch any fresh campaign/can offer a fresh online educational program under the name "HARVARD" which would not only amount to a grave injustice to the plaintiff but would also amount to cheating various Indian students. It is in the interest of public at large also that the defendants should be restrained immediately. Balance of convenience is also in favour of the plaintiff because the plaintiff is enforcing its statutory rights in the famous "HARVARD" trademark under Section 29 of the Trade Marks Act, 1999 before this court and also has been using the famous "HARVARD" trademark for more than 350 years. The balance of convenience favours the plaintiff because the injunction sought is necessary to safeguard the legitimate interest and rights of the plaintiff. If an injunction is granted it will not cause harm or injury to the legitimate interest of the defendants. The defendants have no legal right to use the "HARVARD" trademark, and an injunction will merely require the

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defendants to cease its unlawful use of plaintiff's well-known "HARVARD" trademark. The plaintiff's programs are accessible in Gurugram, where the defendants' infringing materials are also available online, amplifying the harm within this court's jurisdiction. The defendants are free to carry on business as long as they do not infringe on the plaintiff's proprietary rights. The interim/ad interim orders may be passed as prayed for, failing which grave and irreparable harm and injury will be caused to the plaintiff, which cannot be compensated in terms of money. No irreparable harm is likely to be caused to the defendants in case ad-interim order is passed as prayed for. In view of the facts and averments made in the plaint, it has made out a good *prima facie* case to succeed against the defendants and therefore the defendants are liable to be restrained with immediate effect by order of this court. Hence, it has been prayed that the application be allowed as prayed for by granting following reliefs:

- a. An order for temporary injunction restraining the defendant, its officers, as the case may be, its servants, agents, dealers, distributors and all others acting for and on its behalf from reproducing, using or otherwise copying, issuing to public, via any online platforms or through any other medium, services educational programs under the name "Harvard Youth Lead the Change". "Harvard Debate League" "Harvard YLC" and using phrases like "Harvard Mentor" and "Become a Harvard Trained Leader" or any other name of the

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program which includes as prefix or suffix the world famous Trademark "HARVARD" of the plaintiff amounting to infringement of the registered trade mark of the plaintiff in all the classes the plaintiff's trade mark is registered for;

b. An order for temporary injunction restraining the defendant, its officers, as the case may be, its servants, agents, dealers, distributors and all others acting for and on its behalf from reproducing, using or otherwise copying, issuing to public, via any online platforms or through any other medium, services educational programs under the name" Harvard Youth Lead the Change", "Harvard Debate League" "Harvard YLC" and using phrases like "Harvard Mentor," and "Become a Harvard Trained Leader" or any other name of the program which includes as prefix or suffix the world famous Trademark "HARVARD" of the plaintiff amounting to passing off of the registered trade mark of the plaintiff in all the classes the plaintiff's trade mark is registered for;

c. An order for temporary injunction restraining the defendant, its officers, as the case may be, its servants, agents, dealers, distributors and all others acting for and on his behalf from using the website under the name www.harvardvic.org and reproducing, using or otherwise copying, issuing to public, via any online platforms or through any other medium, services under the trademark "HARVARD" or any other program through the website www.harvardyle.org or any other website containing the name Harvard or doing other activities which is likely to

lead to confusion or deception thereby resulting in passing off the defendants services as those of plaintiff.

4. The application is being contested by the defendants by filing a reply to the same in which certain preliminary objections have been raised pleading that defendant no. 2 is the Founder and CEO of defendant no. 1 company and is aware of the facts and circumstances of the present case. Defendants have never used the plaintiff's marks, "HARVARD" and/or the "VERITAS SHIELD" in any manner that would be infringement or violation of the plaintiff's rights. In this regard, the defendant no. 1 company vide affidavit dated 24.09.2025 had given an undertaking before this court to use the mark "HARVARD" strictly in conformity with Section 30(2)(d) of the Trade Marks Act, 1999 (hereinafter referred to as "the Act"). However, this court was pleased to direct the defendants to demonstrate the manner in which "HARVARD" will be used. Even though the plaintiff is the registered proprietor of the mark "HARVARD", there are restrictions/limits to such registration. The said limitation is provided under Section 30(2)(d) of the Act. Defendants have relied upon law as laid down in **Hawkins Cookers Ltd. Vs. Murugan Enterprises (2012(50) PTC389(Del))**, **Government E Marketplace Vs. Unilex Consultants and others (MANU/DE/1329/2022)** which clearly establishes that the use of a registered trademark, other than by the registered proprietor, only to give information or reference about the origin of the services, which is

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reasonably necessary for such indication does not amount to infringement of the trademark. By applying the said principle to the present case, it can be seen that using "HARVARD" for the limited purpose of identifying the academic origin of mentors falls within the definition reasonably necessary and therefore, such use is protected by Section 30(2)(d) of the Act. The reference to the name "HARVARD" in the present context is made solely to truthfully depict the academic origin and affiliation of the individual mentors engaged on the defendants' platform. Such use is not as a bonafide facial badge of origin of the defendants' services, but only as description of the background of the mentors. There is no suggestion in any manner that the services of the defendants originate from the plaintiff or that there is trade connection between the plaintiff and the defendants. Therefore, the question of misrepresentation does not arise, especially when the brochures clearly explain the program. Thus, there is no case of passing off as well. On the contrary, the use of the name is reasonably necessary for descriptive purposes and the said use is protected by the statute.

5. On merits, it is denied that the plaintiff merits any relief as sought, as the manner of use of "HARVARD" is well within the scope of Section 30(2)(d) of the Act. The defendants had filed an undertaking before this court to use the mark strictly in conformity with Section 30(2)(d) of the Act. The said undertaking was without prejudice to its rights

and contention, and in no manner was to be construed as an admission to the allegations made in the plaint. The defendants have no means to verify the authenticity of the Board Resolution and hence the same is denied. Defendants are not claiming any rights over “HARVARD” and the use of the same by the defendants is only to signify that the programs curated by the defendants are taken up by the “Harvard Mentors”, which is covered under Section 30(2)(d) of the Act. In order to bring the present matter to a close, the defendants have further refined the use of “HARVARD” and the documents are filed along with the present reply. The use of the term “HARVARD” is adopted by the defendants within the scope of Section 30(2)(d) of the Act which amounts to fair use. Moreover, the intent behind the use of the term was to describe the qualification of the mentors leading the program, and it has been used only in a limited sense and the allegations of infringement by the plaintiff are denied in their entirety. Defendant no. 2 is a law-abiding citizen with a distinguished academic and athletic background. He completed his higher education at Cornell University, New York, USA, where he represented the Cornell Varsity Squash Team for four consecutive years. Prior to this, he was a national-level squash champion in India. The defendant no. 1 company incorporated on 28.10.2020, centres its services on delivering Ivy League experiential learning programs across India and the GCC region, with a personal mission to empower students through global

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mentorship, leadership development, and cross-cultural engagement. The defendant no. 1 company has been conducting lawful business for more than 5 years and has built an enviable reputation for itself over the years. Defendant no. 1 company has a proven track record of engaging numerous students across India, the GCC region, and Australia. The defendant company has built a robust ecosystem of more than 100 global mentors affiliated with several top-tier universities around the world, including Harvard. The defendant no. 1 company has successfully delivered programs in collaboration with leading institutions, underscoring its commitment to quality, credibility, and transformative learning. The defendants carefully curate their own courses and programs to go beyond conventional classroom learning, designing workshops and modules that expose students to emerging disciplines and real world skills. To deliver these, it engages mentors by way of MOUs and experts drawn from leading global universities such as the plaintiff as well as professionals from reputed business houses, ensuring that participants gain first hand insights from practitioners and academicians with diverse backgrounds. This blend of academic depth and industry expertise allows students to learn directly from those who have excelled in their fields, making the programs both intellectually rigorous and practically relevant. The plaintiff in Annexure D has filed screenshots from the website of the defendants. However, the said screenshots do not show any material that

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infringes the plaintiff's mark "HARVARD". The said screenshots 'mention the name of the organisation "Harvard Youth Lead the Change" and mention that the event is taught by "Harvard Mentors". This clearly amounts to fair use as the defendants at that stage had a collaboration with the organisation Harvard Youth Lead the Change. Furthermore, the mention of "Harvard Mentors", as explained above, only pertains to the mentors being educated or working with "HARVARD". Other allegations levelled in the plaint have also been denied and it is prayed that the injunction application be dismissed.

6. I have heard learned counsel for the parties and have gone through the case file carefully.

7. Learned counsel for the plaintiff has argued that the present commercial suit has been filed by the plaintiff against the defendants for dishonest and fraudulent adoption of well known trademark "HARVARD" of the plaintiff which is registered in India and various other countries. "HARVARD" is a 400 year old university, ranked no. 1 university in the world. Defendants have no concern or authorisation with the plaintiff but it is advertising its training programs for cheating the students by claiming that they are associated with the plaintiff though it is not so. On its website and different advertisements, copies of which are annexed with the plaint, the defendants are using the term "HARVARD" using its photographs and representing the participants to become a

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“HARVARD” trained leader by using the term “HARVARD” in the same manner and colour as has been used by the plaintiff with photograph of its university building. After notice the defendants have filed an affidavit just to mislead the court stating that it is not using the trademark of the plaintiff in any manner except as permitted under Section 30(2)(d) of the Trade Marks Act, 1999. However, even the said representation of defendants is mischievous and misconceived without any sincerity and the claim of the defendants is not covered under the exceptions of Section 30(2)(d) of the Trade Marks Act, 1999 as claimed. Such unauthorised acts are being done by various persons and institutions resulting in filing cases by the plaintiff and various orders and judgments have been passed in favour of the plaintiff. So there is a strong *prima facie* case in favour of the plaintiff and balance of convenience is also in its favour and it would suffer irreparable loss in case injunction is not granted in its favour. Accordingly, learned counsel for the plaintiff has prayed for allowing the injunction application. He has also filed written submissions in support of his contentions and has relied upon the following citations of judgments in support of his contentions:

- (a) CS(COMM) 509/2021 & I.As. 13426/2021, 17285/2021, 3942/2022, titled as *The British School Society Versus Sanjay Gandhi Educational Society and another* decided on 25.04.2022 (Delhi)
- (b) RFA (OS) 09/2008, titled as *Hawkins Cookers Ltd. Versus Murugan Enterprises* decided on 13.04.2012 (Delhi)

- (c) CS (COMM) 205/2020 & CCP(O) 25/2020 & I.As. 4967/2020, 4753-54/2021, titled as Government E Marketplace Versus Unilex Consultants and others decided on 18.04.2022 (Delhi)
- (d) Newton Chambers & Co., Ld. Versus Neptune Waterprof Paper Co., Ld. Vol. LII. December 11th 1935 (Chancery)
- (e) Case No.: 24-cv-01385-LL-VET, titled as Novo Nordisk A/s and Novo Nordisk, Inc. Versus Goglia Nutrition, LLC D/B/A G- Plans and Futurhealth, Inc., decided on 08.09.2025 (United States District Judge)
- (f) Montari Industries Ltd. Versus M/s. Montari Overseas Ltd. 1995 PTC (15) Delhi
- (g) Montari Overseas Ltd. Versus Montari Industries Ltd. 1996 PTC (16) Delhi
- (h) Dr. Reddy's Laboratories Ltd. Versus Reddy Pharmaceuticals Limited 2004 (29) PTC 435 (Delhi)
- (i) Kirloskar Diesel Recon Pvt. Ltd. and another Versus Kirloskar Proprietary Ltd. and others AIR 1996 Bombay 149
- (j) RPG Enterprises Limited Versus RPG Industrial Products Pvt. Ltd. 2025 (102)PTC 121 (Delhi)
- (k) Villanova University Versus Villanova Alumni Educational Foundation, Inc 123 F. Supp. 2d 293 United States District Court, E.D. Pennsylvania
- (l) Case no. 5:18-cv-870-MHH, titled as Oakwood University, Inc. Versus Oakwood University Alumni Association, decided on 14.08.2020 (United State District Judge)
- (m) Century 21 Real Estate Corporation; Coldwell Banker Real Estate Corporation; Era Franchise Systems, Inc. Versus Lendingtree, Inc., 425 F.3d 211 (3d Cir. 2005)

- (n) **Alan Parsons, an individual, appertaining, LLC, a California limited liability company Versus John Regna, an entity of unknown form, d.b.a John Regna Artist Management, Worldwide Entertainment Associates of America, Inc., a New Jersey Corporation, 847 Fed. Appx. 766 (2021)**
- (o) **Brother Records, Inc., a California Corporation Versus Alan Jardine, 318 F.3d 900 (9th Cir. 2003)**
- (p) **Institut Europeen D Administration Des Affaires, Insead, Association Versus Fullstack Education Private Limited and another 2023:DHC:3524**
- (q) **Under Armour Inc Versus Anish Agarwal and another 2025:DHC:4243-DB**
- (r) **Modi-Mundipharma Pvt. Limited Versus Speciality Meditech Pvt. Ltd. and another 2025:DHC:5039-DB**
- (s) **Civil Appeal No. 404 of 2022 (Arising out of SLP (C)No.21428 of 2019), titled as Renaissance Hotel Holdings Inc. Versus B. Vijaya Sai and others decided on 19.01.2022 (SC)**
- (t) **M/s. Hindustan Pencils Pvt. Ltd. Versus M/s. India Stationery Products Co. and another AIR 1990 Delhi 19**
- (u) **Midas Hygiene Industries P. Ltd. Versus Sudhir Bhatia and others 2004(73) DRJ 647**
- (v) **Ruston & Hornsby Ltd. Versus The Zamindara Engineering Co. AIR 1970 1649 (SC)**

8. On the other hand, learned counsel for the the defendants has argued that now there is no infringement by the defendants. The dispute in the present case is relating to the use of mark “HARVARD” by the defendants claiming that use of the same by the defendants violates the trademark and copyright of the plaintiff. The defendants after putting

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appearance have given undertaking that it will not use the trademark of the plaintiff. The use of the mark “HARVARD” is being done by the defendants as permitted under Section 30(2)(d) of the Trade Marks Act. As per settled law the relief under Order 39 Rules 1 and 2 CPC cannot be granted to punish the past use, if any, by the defendants but only to prevent future unlawful use of the mark of the plaintiff. The defendants deliver Ivy League learning programs in India to empower students through mentorship, leadership development cross-cultural engagement and they are in educational consultancy and pathway program provider. The defendants are not running any college, university or educational institution but are only coaching and guiding the young students to improve their capabilities and on completion, the certificate is given in the name of defendant no. 1 and some of the trainers are ‘Harvard’ pass out and so only this is being used by the defendants by using the term “Harvard Mentors” which is permitted under Section 30(2)(d) of the Act. There is no question of misleading the participants or anyone else as only educated children who want to pursue studied abroad undergo training program with the defendants and by no stretch of imagination the participants can presume that the program being offered by defendants is sponsored or authorised by plaintiff as it is also not so claimed by the defendants. So plaintiff has failed to show a *prima-facie* case in its favour and balance of convenience is also not in its favour and it will not suffer

any irreparable loss. So learned counsel have prayed for dismissing the injunction application. They have filed written submissions in support of their contentions and have relied upon the following citations of judgments in support of his contentions:

- (a) **Dalpat Kumar and others Versus Prahlad Singh and others AIR 1993 SC 276**
- (b) **Hawkins Cookers Ltd. Versus Murugan Enterprises 189(2012)DLT 545**

9. Before considering rival contentions, it is seen that as per pleadings of the suit filed by the plaintiff, it has claimed that plaintiff is a charitable corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, USA and is globally known for providing high quality educational services, research, publications and related activities including but not limited to degree programs, online courses, executive education and academic collaborations conducted under its well known and registered 'HARVARD' trademark. 'HARVARD' University is now over 380 years old and is the oldest institution of higher run in USA. Internationally also, "HARVARD" University is ranked among top five universities in the world. Due to its quality education and publications, it has a distinct brand name internationally. Plaintiff has pursued legal action against entities attempting to misuse the "HARVARD" trademark. The plaintiff holds several trademark registrations in India some of which are as detailed in

para 17 of the plaint for various classes. The plaintiff's "HARVARD" trademark was also officially recognized as well known trademark under Section 2(1)(zg) read with Section 11(6) of the Trade Marks Act, 1999.

10. The plaintiff discovered in November 2023 that defendant no. 1 was offering educational programs under plaintiff's registered "HARVARD" trademark on multiple online platforms and by promoting programs such as "Harvard Youth Leadership Conference", "Harvard Youth Lead The Change" and "Harvard Debate League" by using phrases such as "Harvard Mentor" falsely implying an affiliation with or authorization from "HARVARD" University. These infringing programs are advertised by defendant no. 1 on its websites www.bigrededucation.com and harvardylc.org and other online platforms. After this fact came to knowledge of plaintiff, it got issued notice to defendant no. 1 asking it to stop doing so but to no effect resulting in filing the present suit alongwith injunction application as prayed for.

11. In considered view of the court, the plaintiff has been able to show a prima-facie case in its favour, balance of convenience is also in its favour and it would suffer an irreparable loss, if injunction is not granted in its favour for the reasons given below.

12. All the factual averments made in the plaint are duly corroborated by various annexures/documents filed alongwith the plaint

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and subsequently filed by the plaintiff by moving an application under Order XI Rule 1(5) CPC which was allowed by the court. On going through these documents, it is established that plaintiff has all the registered trademarks in its favour as pleaded in the plaint. Further the trademark of the plaintiff is well known trademark. From the various documents annexed with the plaint and also subsequently tendered on the case file, it is *prima-facie* established that the defendant no. 1 is using the trademark of the plaintiff 'HARVARD' prominently in all its literature on online platform and otherwise. Defendant no. 1 is also using the photograph of 'HARVARD' University alongwith its mark and logos. All these documents create a impression on the minds of the persons that the programs being run by the defendant no. 1 are in collaboration or under authorization of the plaintiff though it is not so. Reference in this regard can be made to various printouts taken by the plaintiff from the website of defendant no. 1 and annexed with the plaint.

13. Defendants have not yet filed their written statement but have contested the injunction application by filing a reply. In the reply, the defendants have taken a stand that they have never used the plaintiff's marks "HARVARD" and/or the "VERITAS SHIELD" in any manner that would constitute an infringement or violation of the plaintiff's rights. A stand has been taken by the defendants that they will not use the trademark or mark of the plaintiff except as permissible under Section

30(2)(d) of the Trade Marks Act. Further, it has been pleaded that the defendants are only conducting training/grooming programs for young children and persons to guide them how they can enter the leading universities of the world including "HARVARD" University. Since some of the mentors of the defendant no. 1 are "HARVARD" educated, so they also mention that the camps are being run by "Harvard Mentors" which does not infringe the trademark or mark of the plaintiff but is covered under the exceptions. The defendants have admitted contents of the documents annexed by the plaintiff alongwith the plaint. In para 32 of its reply to injunction application, the defendants have admitted using the terms "Harvard Youth Lead the Change" and mention that the event is taught by "Harvard Mentors" which is only fair use and mention of "Harvard Mentors" only depict that the mentors were either educated or working with "HARVARD". In this factual position, it is to be seen whether the case of the defendants in using the trademark/mark of the plaintiff with similar font, size, colour scheme and dominating position with photograph of the "HARVARD" University building or campus in its advertisement amount to infringement of well known trademark of the plaintiff or the same is permissible in law under Section 30(2)(d) of the Trade Marks Act as claimed by the defendants. The use of the mark of "HARVARD" by defendants in the manner as pleaded by the plaintiff and as admitted by the defendants also clearly creates an impression in the

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mind of the persons seeing that advertisement that the same is on behalf of or by the authorization of the plaintiff though it is not so. The use of trademark/mark of the plaintiff by the defendants for advertising its programs cannot be considered as fair use of the trademark of the plaintiff. The defendants could market their programs without using the trademark of the plaintiff in the heading of its advertisements or mentioning that the programs is by the “Harvard Mentors” by mentioning the same in same font, size, colour scheme in a dominating position. The defendants may mention in the body of the advertisement that the experts who will train the participants also include mentors from Harvard in a normal font and colour without using the trademark of the plaintiff in same manner and with same colour combination. The defendants have been using the following terms in their various advertisements and were also using the domain of “HARVARD”.

- a. Harvard YLC
- b. Harvard Youth Leadership Conference
- c. Harvard Debate League
- d. Harvard Youth Lead the Change
- e. Become a Harvard Trained Leader
- f. Gain the Harvard Experience in India
- g. Harvard Business and Leadership Bootcamp, 2026

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h. Leadership Bootcamp by Harvard Mentors, 2026

i. Harvardylc.org

14. So the contentions raised on behalf of defendants that the use of trademark/mark of the plaintiff by the defendants is covered under the fair use and fall under the exceptions provided in Section 30(2)(d) of the Trade Marks Act, 1999 cannot be accepted. The acts of the defendants in using 'HARVARD' trademark/mark of the plaintiff are at dominant position and misleading and are also diluting the well known 'HARVARD' mark of the plaintiff. By using the trademark/mark of the plaintiff and the defendants want to encash on the goodwill of the plaintiff's well known mark. Hon'ble Delhi Court in **Hawkins Cookers Ltd. Vs. Murugan Enterprises** (supra) dealt with a similar matter where the respondent was manufacturing and selling gaskets under the trademark 'MAYUR' for being used in pressure cookers but on the packaging material it was printing suitable for 'Hawkins' Pressure Cookers. Hon'ble Delhi High Court declined the defence raised on behalf of respondent under Section 30(1) and Section 30(2)(d) of the Trade Marks Act, 1999 and observed that use of the trademark of the petitioner before Hon'ble High Court was not reasonably necessary and it was observed that the respondent was giving undue prominence to the word 'Hawkins' by printing it in a distinct red colour and the remaining words of the sentence in normal black colour. Hon'ble High Court accepted the

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appeal by decreeing the suit filed by the appellant Hawkins Cookers Limited. A similar view has been taken by Hon'ble Delhi High Court in **Government E Marketplace Vs. Unilex Consultants and others** (supra).

15. Even the ex-students of an institution cannot use the mark of the institute for any purpose by claiming themselves to be the ex-students or alumni of the institute and it also amounts to infringement of trademark of the institution. A similar dispute arose in **Villanova University Versus Villanova Alumni Educational Foundation** (supra) where the University sued disaffiliated alumni organization for trademark infringement. The court granted injunction holding that University's marks were protected and defendant's use of mark was not fair use. A similar view has also been taken by learned United State District Judge in **Oakwood University, Inc. Versus Oakwood University Alumni Association** (supra) and by Hon'ble Delhi High Court in IA 15304/2011 in CS (OS) 2364/2011, titled as **St. Stephen's College Delhi Versus St. Stephen's College Alumni Association and others** vide judgment dated 28.09.2011 by allowing the application.

16. I have also gone through the judgments relied upon by learned counsel for the defendants and as referred to in his written submissions. However, no benefit of the same can be given in the facts

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and circumstances of the case. It has been noticed that even after filing of the suit and filing of an affidavit in the court after putting appearance on 24.09.2025 that defendants would not use well known registered trademark of the plaintiff except as provided in Section 30(2)(d) of the Trade Marks Act, 1999, they are issuing advertisements in the newspapers in same manner by using the well known mark of the plaintiff prominently in similar font, size, colour scheme in a dominating position. However, as per discussions made above, the case of the defendants does not fall in any of the exceptions as pleaded and argued on behalf of the defendants. In fact, a presumption is raised regarding infringement of well known registered trademark of the plaintiff by the defendants by its marketing strategies by prominently using the well known trademark/mark "HARVARD" of the plaintiff by using the same in same font, size, colour scheme in a dominating position and the defendants have failed to rebut this presumption in the light of aforesaid factual and legal position. Similarly, no benefit of law as laid down by Hon'ble Supreme Court of India in **Dalpat Kumar and others Versus Prahlad Singh and others** (supra) can also be given to the defendants in the facts and circumstances of the case.

17. No other arguments have been advanced by learned counsel for the defendants.

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18. In the light of above discussion, the present application under Order 39 Rules 1 and 2 read with Section 151 CPC moved by the plaintiff stands allowed. An interim injunction order is passed against the defendants and defendant no. 1's officers, servants, agents, dealers, distributors and all others acting for and on its behalf restraining them from reproducing, using or otherwise copying, issuing to public, via any online platforms or through any other medium, services educational programs under the name "Harvard Youth Lead the Change", "Harvard Debate League" "Harvard YLC" and using phrases like "Harvard Mentor" and "Become a Harvard Trained Leader" or any other name of the program which includes as prefix or suffix the world famous Trademark "HARVARD" of the plaintiff amounting to infringement and passing off of the registered trade mark of the plaintiff in all the classes the plaintiff's trade mark is registered for. They are further restrained from using the website under the name www.harvardvic.org and reproducing, using or otherwise copying, issuing to public, via any online platforms or through any other medium, services under the trademark "HARVARD" or any other program through the website www.harvardyle.org or any other website containing the name 'HARVARD' or doing other activities which is likely to lead to confusion or deception thereby resulting in passing off the defendants' services as those of plaintiff during the pendency of the suit.

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19. However, nothing observed in this order will prejudice the rights of the parties on the merits of the case.

Pronounced in open Court
03.01.2026
(Mukesh Kumar)

(Mahavir Singh)
Additional District Judge-
cum-Presiding Judge
Exclusive Commercial Court
at Gurugram Exercising
Jurisdiction under the
Commercial Courts Act, 2015
(UID No.HR-0141)

Note: All the twenty five pages of this order have been duly checked and signed by me.

(Mahavir Singh)
Additional District Judge-
cum-Presiding Judge
Exclusive Commercial Court
at Gurugram Exercising
Jurisdiction under the
Commercial Courts Act, 2015
(UID No.HR-0141)03.01.2026

Mahavir Singh
ADJ-cum-Presiding Judge, Exclusive Commercial Court,
at Gurugram Exercising Jurisdiction under the Commercial Courts Act, 2015
(UID No.HR-0141) 03.01.2026