



R. Singh & Associates

Advocates

WITHOUT PREJUDICE

January 8, 2025

Ref: RSA/IOA/I6539/1578

To
Roller Skating Federation of India,
RSFI Secretariat,
A 695, Shastri Nagar,
New Delhi - 110052
rsfi@indiaskate.com

EW135244831IN IVR:6987135244831
SP KOLKATA GPO <700001>
Counter No:9.08/01/2025.17:37
To:ROLLER SKATING FEDERATION OF IN
PIN:110052, Ashok Vihar HO
From:R SINGH&ASS.7C K.S ROY RD
Wt:46gms
Amt:41.30,Tax:6.30,Amt.Paid:41.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

Re: Legal Notice regarding the unauthorized use of our client **Indian Olympic**

Association's Logo  without their consent.

Our Client: Indian Olympic Association of Olympic Bhawan, B-29, Qutab Institutional Area, New Delhi-110 016 (herein referred to as **IOA**).

Sir/Madam,

We write to you on behalf of and under the instructions of our client, IOA. Any reference to our client shall hereinafter refer to and include its predecessors, subsidiaries, affiliates, licensees and we serve upon you this legal notice as follows:

1. It has come to our client's attention that you, your agents, assignees, representatives, successors, distributors, directors, partners and other entities

acting on your behalf are using the logo  without any due authorization from our client.

2. Our client, **IOA**, as you are well aware, is an organization registered under Indian Societies Registration Act, 1860. It operates as a non-profit organization and has jurisdiction all over India. It is also acknowledged as the Ultimate and Supreme Authority for Olympic related games in India. In line with the

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International Olympic Committee's Olympic Charter (hereinafter referred to as the "**Olympic Charter**"), the IOA cultivates, advances, and defends the Olympic movement in India. Our client is an affiliated member of The Olympic Council of Asia (hereinafter referred to as "**OCA**"), the Association of National Olympic Committees (hereinafter referred to as "**ANOC**"), the Commonwealth Games Federation (hereinafter referred to as "**CGF**"), and the International Olympic Committee (hereinafter referred to as "**IOC**").

3. Our client, as the sole authority for Olympic related games in India, has been involved with a variety of National Sports Federations, State Olympic Associations, IOC Members, and other multi-sport organizations, as well as the Winter Olympic Games, Asian Games, and Commonwealth Games since their incorporation in 1927. Throughout their business and non-business activities, our client has sincerely developed and created their unique logo

 **INDIA**

, which has been widely utilized in connection with the Organization and Sports Events in India, and throughout the world.

4. Our client originally came up with and introduced their logo  in India, used individually or in conjunction with their incorporated name **Indian Olympic Association**, in the trading community.

5. Indian Olympic Association administers various aspects of sports governance and athletes' welfare in the country. In this regard, our client oversees the representation of athletes or teams participating in the Olympic Games, Commonwealth Games, Asian Games and other international multi-sport competitions of the above named IOC, CGF, OCA and ANOC and is recognized by the Ministry of Youth Affairs and Sports. Our client is the proprietor of the

 **INDIA**

logo, which has become a global brand and its use on any product or service would result in an immediate assumption of association with Indian Olympic Association.





6. Our client has made significant efforts and has invested large sums of money

 **INDIA**

in advertising, promoting and marketing in order to popularize their logo. The same has also been advertised in both electronic and printed media, having widespread reach and circulation in India and other parts of the world.

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7. Our client, **IOA** has an active website, which can be accessed as under <https://olympic.ind.in/>, wherein its trademark and logo  has been promoted.
8. That the continuous use of the Indian Olympic Association's logo  in various regions of the country, by our client, has established a unique position in the minds of consumers and traders which has made it an exclusive property of our client as well as its parent organization.
9. That the logo  is the exclusive property of the Indian Olympic Association. Pursuant to the fact that you are not affiliated with the Indian Olympic Association (IOA) in any capacity, you are hereby prohibited from using the logo of the Indian Olympic Association on any uniforms, materials, or any other items, in any manner, without prior written authorization from the IOA. This not only infringes the Intellectual Property Rights of the IOA, but also results in the adulteration and reduction of sponsorship funds and other forms of funding from sponsors and other organizations. This could therefore compromise the operation of the affiliated organizations and impede the efforts of our client towards the development of the athletes and the Olympic Sports.
10. Our client is the legitimate owner of all Intellectual Property and legal rights in and the Olympic Games and Olympic properties, including trademarks, copyrights, device mark of flame and torches, Olympic symbol and rings, flag, the motto, anthem, identifications, designations and emblems along with other such marks as registered by our client in India in compliance with and under the Olympic Charter and The Nairobi Treaty on the Protection of the Olympic Symbol, 1981(hereinafter referred to as the "Nairobi Treaty").
11. Please be informed that you have used the logo , belonging to our client, without the express and written consent of our client, thereby leading to infringement of the rights of our client. As such,
12. Our client has the exclusive rights to use the said logo and nobody can use the same or any other identical logo which is deceptively similar to ours or in any other manner whatsoever without the express and written authorization of our client. It is pertinent to mention herein that if any individual or entity engages




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in such actions, our client has the authority to take severe measures against such unauthorised and unconsented use of the trademarks of our client




13. Our client has **Proprietary and Statutory Rights** for use of its logo  by way of plurality of valid and subsisting registrations and / or applications that are proceeding towards registration under **The Trade Marks Act, 1999** (hereinafter referred to as the said "Act of 1999") in various forms and manners and under various classes of sports, which permits and/or authorizes our client to use, hold, exploit, practice, profess and commercialize




the said logo  *per se*, in all and/or any form or manner whatsoever.




14. As the owner of the logo , our client has exclusive rights which are granted to them **u/s 28** of the said Act of 1999. Our client has gained an exclusive right to use the said logo and to obtain relief in respect of infringement of such registered trademark.
15. Furthermore, our Client has aggressively expanded its footprint in the field of Sports and other sectors globally through IOC and other affiliated organizations.
16. It has come to our client's attention that you, your agents, assignees, representatives, successors, distributors, directors, partners and other entities



acting on your behalf are using the logo  without any due authorization from our client. You have done so in order to benefit from its popularity. It is evident from the above assertions that you have adopted the logo in order to hamper our client's goodwill and reputation. Our client is concerned about this dishonest behavior of yours, which appears to exploit our client's unique intellectual property rights. Our client believes that there is a resemblance to their logo and that the public will be misled into thinking that your organization is affiliated and/or connected to our client. This is an infringement of our client's intellectual property rights and constitutes trademark infringement, a violation of the Trademarks Act 1999. As a result of your unauthorised use of such trademark, our client believes that your use of



their logo  will establish a false relationship between you and our client, damage the goodwill and reputation of our client while also violating our clients proprietary and legal rights pertaining to such registered trademark. It

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also amounts to, *inter alia*, passing off under Section 27 of the Trademarks Act, 1999 as a result of the deception and confusion caused by your adoption and use of the registered trademark of our client.


17. It is pertinent to mention herein that you are not linked and/or connected to our client in any manner whatsoever and as such the adoption of the

renowned, well known and registered logo  of our client clearly portrays your mala fide intention to get associated with the Indian Olympic Association resulting in the dilution of the rights of our client and their affiliated entities and/or parties.

18. The unauthorized adoption and utilization of our client's reputed and well

known logo  without the express permission and authorisation from our client has led to a violation of their Intellectual Property Rights. As such, our

client is highly concerned about the misuse of their logo  by you and is willing to take further legal action if there is any further unauthorized use of the mark in the future, including but not limited to, *inter alia*, seeking compensation for damages and costs for loss of goodwill, etc. As such, we ask

that you immediately cease from using the logo  and take **down all posts** on your social media, *inter alia*, posters, advertisements and any and all online content, through which you may have attempted to get associated with us or use the logo of our client in such unauthorised way. You are also further directed to refrain from using any other logo, which is identical or deceptively

confusing or similar to our client's logo , or any related mark, which might create a confusion in the minds of the consumers about the affiliation and/or connection our client with you.

19. That our client expects you to provide a written undertaking stating that you recognize our client's trademark and thus promise not to use, sell, promote, or list the logo in the future as a domain name, trading name or use the same in any other manner which might cause confusion in the minds of the consumers in relation to your association with our client's and / or their trademarks.


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20. Our client reserves the right to seek compensation for damages incurred as a result of your unauthorized use of our client's logo . This may include legal costs, reputational damage, and any other losses suffered by our client.
21. In the event you fail to comply with the above **within 72 hours** from the receipt of this notice, our client will be constrained to initiate appropriate civil as well as criminal proceedings to protect their rights and interests and such proceedings will be at your sole risk, cost and consequence. The legal costs associated with this legal notice are an amount of Rs. 20,000/- (Rupees Twenty Thousand Only), which you are required to remit by way of a Cheque / Demand Draft drawn in favour of the "**INDIAN OLYMPIC ASSOCIATION**".
22. This notice is being issued without prejudice to the rights and remedies available to our client in law.

Thanks & Regards,

For **R. Singh & Associates**



Advocate

C. C. Indian Olympic Association,
Olympic Bhawan,
B-29, Qutab Institutional Area,
New Delhi-110 016.

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