

REF/200/LN/2018
DATE: 27.09.2018
BANGALORE, INDIA

LEGAL NOTICE

To,

1. Royal Institute for Chartered Engineers - RICE USA
7002 Beaubien, Detroit Michigan USA
TEL: (+1) 832 390 2629
Represented by Steven L. Johns, CEO and other Directors
2. Arab Institute For Accountants & Legal
Post Box No.95277, Office 1004, 1st floor, Al Rigga
Business Centre, Ibis Hotel Building, Al Rigga Road, Deira
DUBAI, UNITED ARAB EMIRATES
Represented by its President
Dr. Adnan K.A. Abu Odeh & other Directors

Dear Sir/Madam,

Under the instructions of our client M/s Sanjary Educational Academy a Society registered with the Government of Telangana, bearing registration No.347/2008, with its registered office at 5-9-233/234/235, Shop. No. 24, 2nd Floor, Sanali Mall, Abids, Hyderabad, Telangana State, India, represented by its President Mr.Mohammed Saleem and we have been instructed to cause the notice for seize and desist as follows:

1. Our client is a reputed institution which is registered with the Ministry of Commerce & Industry, Additional Director General Of Foreign Trade, Government of India and Ministry of Micro, Small and Medium Enterprises, Government of India and has a registered Trade Mark under the Trade Marks Act, 1999 and is running its operations since 2002
2. Our client is a reputed institution, which imparts high quality training, certification of Engineers and individuals in various specializations. It offers Engineering Professional Certificate course for EPC Companies, Engineering consultants, Construction Projects, Heavy Fabrication Industries in various sectors like: (i) Oil & Gas (ii) Petro- Chemical (iii) Power Plant (iv) Refineries, etc.,
3. Our client is the only one in the world to provide certification for:
 - 1) QA/AC Manager
 - 2) QA/QC Engineer- Civil,
 - 3) QA/QC Engineer- Mechanical,
 - 4) QA/QC Engineer - E & I
 - 5) QA/QC Engineer - Piping
 - 6) QA/QC Inspector- Piping
 - 7) Piping Design Engineer

LAW CHAMBERS

56/1, 'Aditya', 1st Floor, 4th Cross
Link Road, Malleswaram, Bangalore -03,
ragsan@gmail.com, www.lawnestindia.com
Tel, Fax: 91-80-41141944, 9845237373, 9845172137, 9448214148

- 8) Pressure Vessel Design Engineer
- 9) Safety Manager
- 10) Safety Engineer
- 11) Safety Officer
- 12) Document Controller
- 13) Welding Engineer

Our client also offers Diplomas in:

1. Quality Management System
2. QA

Further offers Post Graduate Diplomas in:

1. Process Piping Design & Engineering as per ASME- B31.3.
 2. QA/QC Engineering.
4. Our client further represents to us that the Certifications, Diplomas and Post graduate diplomas are all accepted and recognized by major National and International Companies in the world which include India, Saudi Arabia, UAE, Kuwait, Qatar, Bahrain, Oman, Jordan, Iraq, Iran, Yemen, Nigeria, Vietnam, Sweden, Libya, Turkey, Portugal, Cameroon, Congo among many others.
 5. Our client has achieved great laurels in various sectors like:
 - 1) Oil & Gas
 - 2) Petro Chemicals
 - 3) Power Plant
 - 4) Refineries
 - 5) E P C Companies & Engineering Consultants
 - 6) Construction Projects
 - 7) Heavy Fabrication Industries
 6. Our client has secured the following Awards:
 - 1) Indian Achievers Award for Quality Excellence
 - 2) International Achievers Awards for Education Excellence
 - 3) Indira Gandhi Excellence Award for Education Excellence
 - 4) Best Performance Award for excellence in social and education
 7. Mr.Mohammed Saleem being the President of our client has been awarded the following:
 - (1) Bharath Jyoti Award, India
 - (2) Bharath Siksha Rattan Award, India
 - (3) Rashtriya Gaurav Award, India

8. Our client is an ISO-9001: 2015 certified - UKAS , UK for the following:

Design & Development of Courses for QA, QC, QMS , Industrial Safety (HSE) Piping Design, Piping Engineering, Pressure vessel design, Information Technology (IT), Integrated Management Systems (IMS), Welding Inspector Piping Inspector and Training , Examination and Certifications.

9. Our client is recognized by the Society of Piping Engineers & Designers (SPED), USE since 2013.

10. Our client is a member of:

- 1) Indo American Chamber of Commerce & Industries (IACCI)
- 2) Indo American Chamber of Commerce (IACC)
- 3) Federation of Telengana and Andhra Pradesh Chambers of Commerce and Industries (FTAPCCI)

11. Our client has organized various national and international conferences and seminars in India and abroad in the fields of:

- 1) Gas, Petro- Chemicals and Power Plant Industries.
- 2) Piping Design and Engineering
- 3) QA/QC
- 4) Safety (HSE)
- 5) Welding Technology

12. Our client has earned reputation over the years for their high-end quality service offering 'more value for money', providing complete customer satisfaction. For their transparency, fair play, integrity and honesty, our clients have carved a niche for themselves in the area of Engineering pertaining to Oil & Gas, Petro-chemical and other allied areas.

13. It has come to our client's knowledge that first of you and second of you being the authorised centre of the first of you, are into the same business as that of our client and that both of you have unauthorisedly hacked into our client's website and copied the syllabus of our client of the following certified courses :-

- 1) QA/QC Engineer- Civil,
- 2) QA/QC Engineer- Mechanical,
- 3) QA/QC Engineer - E & I
- 4) QA/QC Inspector- Piping

and given the TITLE as under :-

- 1) QA/QC IN CIVIL COURSE PARTS

- 2) QA/QC IN E AND I COURSE PARTS
- 3) QA/QC IN MECHANICAL COURSES PARTS
- 4) QA/QC IN INSPECTOR COURSE PARTS

14. This being so, our client came across the particulars your prospectus posted on your website, wherein second of you has offered our client's certified courses to the public without any authorization of our client.
15. Both of You have dishonestly caused wrongful loss to our client and with the utter disregard to law. Our client states that the use of our client's syllabus amounts to infringement of our client's said copyrighted work in its entirety. Such use and adoption of our client's syllabus by both of you is neither authorised nor legitimate and thereby amounts to infringement of our client's rights over the same.
16. Our client states that both of you are in no way associated with our client and hence the use of our client's said course content/syllabus unauthorised *is completely unjustifiable and amounts* to infringement of our client's copyright and also misrepresentation, that apart you are involving in passing off the services of our client with a dishonest intention and with a poor quality to affect the brand image of our client
17. Our client states that your intention is obviously to derive illegitimate pecuniary benefit by trading upon the tremendous goodwill and reputation earned by our client and you cannot be allowed to take a 'free ride' on the goodwill that our client has achieved.
18. Our client states that both of you are engaged in passing off/infringement of our client's said copyright as and for our client's business in view of the following:
 - a) Wide spread use: Given the long and consistent use of the syllabus, mark/name and extensive promotional campaigns undertaken by our client, it is incomprehensible that both of you are not aware of use and reputation of our client's syllabus, mark/name. Our client's copyright as well as extensive publicity given to our client's services are a matter of public knowledge. Our client states that your illegitimate adoption and use of the syllabus which our client is the sole and whole proprietor of, is against business ethics and shows your bad faith.
 - b) Use of exactly same syllabus: You are using the same syllabus in your course material that is bound to cause confusion in the minds of the consumers and the consumers will assume a connection between our client and you which is harmful for our client.
 - c) Similarity of goods and services: The course materials and services of our client and you are identical and confusion is bound to arise during the course of trade.
 - d) Misrepresentation: Your syllabus imports an obvious reference to our client's syllabus. Thus, the Engineers and Individuals are likely to assume that you are somehow related to or approved, or licensed by our clients to use their syllabus which is

completely false. This would cause misrepresentation in the minds of professionals, public and common man.

- e) Confusion and deception: Our client states that your adoption and use of an identical syllabus would inevitably lead to confusion and deception amongst the Engineers and members of the profession.
- f) Misappropriation of goodwill: Our client states that your adoption and use of his syllabus is apparent that your intention is clearly to derive monetary benefit from the reputation and goodwill associated with our client's. By using the said syllabus you are deriving unfair commercial advantage of our client's goodwill and reputation.

19. Our client has been striving to keep up the reputation of his courses by impeccable quality maintenance and extensive promotion measures. If you are allowed to continue the illegitimate, unauthorised and illegal use of our client's said syllabus in a way adopted by you, it would amount to not only blatant violation of statutory and legal rights of our clients but also cause huge loss of reputation, goodwill and profits to our client.

20. We hereby, under these circumstances call upon both of you to confirm to us within 15 days of the date of the receipt of this notice:

- a) To "cease and desist" any further use of the syllabus of the courses as stated above in connection with the business activities of both of you.
- b) Both of you jointly and severally called upon to pay a sum of ~~Ten Million~~ **Ten Million** US Dollars for the loss caused to our client.

21. We hope that this matter can be dealt with quickly and amicably. Assuming that this matter is resolved in accordance with these requests, then no further action against you will be necessary. In the meantime, our client reserves their rights to take necessary legal action if is necessary (including filing a claim for an injunction and/or substantial damages etc..) before the appropriate court of law including criminal action in accordance with law, without any further notice you may please note.

22. You are also liable to pay professional charges of \$1000/- for issue of this notice, necessitated due to your default.

Yours faithfully
For Law Nest



Raghavendra S
Advocate.