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

+ **CS(COMM) 732/2024**

SANJAY MEHRA..... Plaintiff

Through: Mr. Manish Bide and Mr. Devesh Ratan, Advocates.

versus

JAGDISH CHOUDHARY.....Defendant

Through: Mr. Puneet Ahuja, Adv. through VC.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE


ORDER

% **09.04.2025**

I.A. 9396/2025 (*Order XXIII Rule 3 of the CPC*)

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (**CPC**) filed on behalf of the plaintiff and the defendant seeking a consent decree based on the terms of settlement as mentioned in *para 2* of the present application, which is reproduced as under:-

“2. That, during the pendency of the present suit, the Defendant approached the Plaintiff via email dated 16.10.2024 and offered to settle all disputes by giving up the use of the impugned mark. Accordingly, the Plaintiff has accepted the Defendant's offer, and the parties have decided to settle 3 their disputes amicably and they have arrived at a consensus on the terms and conditions detailed herein below:

i. *The Defendant hereby acknowledges that all rights, title, interest, and goodwill in the trademarks **SUPERON/** , and all its formative marks and variants (as mentioned in paragraph 3 of the plaint), in present or in future, belong exclusively to the Plaintiff and the Defendant has no rights, titles or interest in the said trademarks whatsoever*

ii. *The Defendant also acknowledges that the Plaintiffs aforesaid trademarks have become well-known trademarks in India.*

iii. *The Defendant hereby undertakes before this Hon'ble Court that henceforth, the Defendant, and any person or entity acting for or on his behalf either directly or indirectly, including his legal heirs, successors, representatives and assigns in business, shall not deal in, or use in any manner whatsoever, or offer for sale any products bearing the Plaintiff's trademarks, or any mark visually, phonetically, or structurally identical or similar to the Plaintiff's trademarks, so as to result in passing off the goods of the Defendant as that of the Plaintiff.*

iv. *The Defendant hereby undertakes that he shall never take any steps to revive his trade mark application no. 5023340 which was deemed to be abandoned by the Trade Marks Registry vide order dated 13.10.2023. Furthermore, the Defendant shall never apply for registration of any mark identical or deceptively similar to that of the aforementioned trademarks of the Plaintiff.*

v. *The Defendant undertakes and declares that he does not possess any articles, materials or goods in his possession, bearing the Plaintiff's aforesaid trademark or any mark identical or deceptively similar thereto.*

vi. *The Defendant hereby undertakes to pay the Plaintiff an amount of Rs. 10,00,000/- (Rupees Ten Lakh only) as liquidated damages, in case of any breach of the aforesaid undertakings given by the Defendant. In such an event, the Plaintiff shall also have the right to take appropriate action against the Defendant in accordance with law.*

vii. *Furthermore, in consideration of the abovementioned undertakings by the Defendant, the Plaintiff foregoes its claim for rendition of accounts, delivery up, damages and costs under paragraph 29 (iii), (iv), (v) and (vii) of the Plaintiff.*

viii. *The Defendant agrees that the present suit shall be decreed in favour of the Plaintiff and against the Defendant as per prayer clause under paragraph 29 (i) and (ii) of the Plaintiff."*

2. The present application is duly supported by affidavits of the authorized representatives of the plaintiff and the defendant.

3. Learned counsels of the parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in *para 2* of the present application.

4. This Court has perused the terms of settlement as recorded *inter-se* the plaintiff and the defendant and finds them to be lawful.

5. In view thereof, the present application is allowed and disposed of.

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6. The learned counsel appearing for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendant, prays that since the dispute *inter se* them have been settled, the present suit be decreed in the terms of aforesaid settlement as mentioned in *para 2* of the application bearing no. I.A.9396/2025.

7. Accordingly, the present suit is decreed in terms of the settlement as recorded hereinabove in *para 2* of the application bearing no. I.A.9396/2025, which are reproduced hereinabove.

8. Needless to mention that the plaintiff and the defendant shall remain bound by the terms of settlement as recorded in *para 2* of the application bearing no. I.A. 9396/2025.

9. Learned counsel for the plaintiff prays that since the disputes between the parties have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

10. This Court is of the view that since the disputes between the parties have been amicably settled and in view of the prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is deemed justifiable.

11. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.
12. Registry is directed to draw up Decree sheet accordingly.
13. Needless to mention, the aforesaid terms as mentioned in *para 2* of the application bearing no. I.A. 9396/2025, shall form a part of the decree sheet.
14. Accordingly, in view of the above, the present suit, stands disposed of.
15. The date already fixed stands cancelled.

APRIL 9, 2025/R

SAURABH BANERJEE, J.

