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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 148/2025**
CAPITAL FOODS PRIVATE LIMITED Plaintiff
Through: Mr. Rohil Bansal and Mr. Chirayu
Prahlad, Advocates.

versus

AVEER FOODS LIMITED & ORS. Defendants
Through: Mr. Vatsalya Vigya, Advocate for D1.
Mr. Shourajeet Chakravarty and Ms.
Aprajita Bhardwaj, Advocates for D2
to 5.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER
13.11.2025

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I.A. No.28285/2025

1. This is a joint Application filed on behalf of the Plaintiff and the Defendants under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. It is submitted by the learned Counsel for the Parties that during the pendency of the present Suit, the Parties have arrived at an amicable settlement of the disputes and the Parties have decided to mutually agree on the following Terms of Settlement:

“a. The Defendants acknowledge the Plaintiff to be the proprietor of the registered trademark “SCHEZWAN CHUTNEY” and of the artworks associated with the unique, peculiar, and distinctive packaging of its said SCHEZWAN CHUTNEY branded products which are given below (hereinafter called the Plaintiff’s IP).



; and

b. That going forward, the Defendants undertake to never use the Plaintiff's registered and well-known trademark / brand SCHEZWAN CHUTNEY or any other mark/ brand / packaging that may be deceptively similar to the Plaintiff's IP in any form or manner; and

c. That going forward, the Defendants undertake that they shall not use the words "SCHEZWAN" and "CHUTNEY" together on the same packaging material so as to avoid any similarity or confusion with the Plaintiff's IP; and

d. That the Defendants have taken required steps for the withdrawal of all trademark applications filed by them consisting of the words "SCHEZWAN" and "CHUTNEY" together and further undertake not to obtain or apply for any registration in respect of the impugned packaging artwork, the trademark "SCHEZWAN CHUTNEY," before the Indian Trade Marks Office or any other authority.; and

e. The Defendants undertake to remove all references to the trademark "SCHEZWAN CHUTNEY" and the impugned products, which are mentioned in paragraph no. 2 hereinabove, from all online / offline platforms which are under their direct control before signing the present settlement agreement; and

f. As regards those online and offline platforms, where the listings of the infringing products are not under the direct control of the Defendants, they agree to write to such third parties asking them to take down such listings and also undertake to take all appropriate steps for the removal of such listings by such third parties and shall not object if the Plaintiff takes any kind of legal action against such third parties if they refuse to take down the online and offline listings of the Defendants' infringing product. The Defendants undertake to write to such third parties within 48 hours of being informed about any such third party listings and shall also share all such correspondence / communication with the Plaintiff's counsels over email at email@anandandanand.com, pravin@anandandanand.com, dhruv@anandandanand.com, rohil@anandandanand.com and



chirayu@anandandanand.com; and

g. In light of this settlement agreement, the Defendants agree to suffer a decree in terms of prayers sought in paragraphs no. 92 (a), (b), (c), (d) & (e) of the Complaint. The same are culled out below:

“PRAYER:

92. In light of the foregoing, it is most respectfully prayed that this Hon’ble Court may be pleased to issue:

a. An order of permanent injunction restraining the Defendants and all others acting for and on its behalf from directly or indirectly dealing in any of the products, the photographs of which are given in paragraph 31 of the instant complaint, and from using any other trademark / device / artwork / trade dress that may be deceptively similar to the Plaintiff’s products, the photographs of which are given in paragraph 08 of the instant complaint, amounting to infringement of the Plaintiff’s registered trademark SCHEZWAN CHUTNEY, the details of which are mentioned at paragraph 28 of the instant complaint; and

b. An order of permanent injunction restraining the Defendants and all others acting for and on its behalf from directly or indirectly dealing in any of the products, the photographs of which are given in paragraph no. 31 of the instant complaint and from using any other trademark / device / artwork / trade dress that may be deceptively similar to the Plaintiff’s products, the photographs of which are given in paragraph 08 of the instant complaint amounting to infringement of the Plaintiff’s registered copyright A-149563/2023 dated 08/12/2023 and also amounting to the infringement of the Plaintiff’s copyrights subsisting in the distinct and peculiar trademark / device / artwork / trade dress of the Plaintiff’s various products, the details of which are mentioned at paragraph 08 of the instant complaint; and

c. An order of permanent injunction restraining the Defendants and all others acting for and on its behalf from directly or indirectly dealing in any of the products, the photographs of which are given in paragraph 31 of the instant complaint, and from using any other trademark / device / artwork / trade dress that may be deceptively similar to the Plaintiff’s products, the photographs of which are given in paragraph 08



of the instant plaint, and from using trademark / device / artwork / trade dress that may be deceptively similar to the



Plaintiff's marks SCHEZWAN CHUTNEY and amounting to passing off of the Defendants' infringing products as that of the Plaintiff's; and

d. An order of permanent injunction restraining the Defendants and all others acting for and on their behalf from directly or indirectly engaging in any act whatsoever that will result in the dilution and tarnishment of the distinctiveness and goodwill associated with the Plaintiffs' product sold under the well-known, peculiar and distinct trademark / device /



artwork / trade dress SCHEZWAN CHUTNEY and ; and

e. An order for delivery up of all the goods bearing the impugned trademark / device / artwork / trade dress, dies, blocks, cartons, labels, carry bags, hoardings, promotional literature and any other infringing material to the authorized representatives of the Plaintiff for the purposes of destruction; and.....”

h. Subject to the Defendants' strict adherence to all the settlement terms mentioned hereinabove, the Plaintiff agrees not to press for the relief of rendition of accounts, damages, and costs as prayed for in the prayer paragraph no. 92 (f), (g), and (h) of the plaint, provided that the Defendants never use or apply for registering the mark SCHEZWAN CHUTNEY, or any other mark deceptively similar thereto, in any form or manner.



i. The Parties agree that the suit be decreed in terms of this settlement.”

3. In view of the above, the Parties have requested that the Suit may be decreed in terms of the aforesaid Settlement Terms agreed between them.
4. Accordingly, the Parties are directed to be bound by the Settlement Terms as agreed between them. The Suit is decreed in terms of the Settlement Terms agreed between the Parties. Let the Decree Sheet be drawn accordingly.
5. The Suit along with all the pending Applications stands disposed of in the above terms.
6. The next date before the Court stands cancelled.
7. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.
8. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.
9. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

NOVEMBER 13, 2025/sms