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

+ **CS(COMM) 948/2025**

MATTEL, INC.

.....Plaintiff

Through: Mr. Prithvi Singh, Mr. Prithvi Gulati,
Mr. Ritwik Marwaha and Mr. Krtin Bhasin,
Advocates.

versus

PADUM BORAH AND ORS

.....Defendants

Through: Mr. Kiratraj Sadana, Advocate for
D-1.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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09.07.2026

I.A. 17366/2026

1. This application is jointly filed on behalf of the Plaintiffs and Defendant No. 1 under Order XXIII Rule 3 read with Section 151 CPC for recording of settlement between parties.

2. This suit was instituted on behalf of the Plaintiff *inter alia* seeking a decree of permanent injunction restraining the Defendants and all others acting on their behalf from dealing in products and/or services bearing the impugned marks BARBIE One Stop Solution For HORECA



& Foods Processing/

, BARBIE



ENTERPRISES/

BARBIE



HOSPITALITY/

, BARBIE CATERING/



, BARBIE



KITCHEN MART/

or any other mark deceptively

similar thereof, in any manner including as a corporate name, domain names, websites, social media handles/names, email addresses, bank accounts and/or in any manner amounting to infringement of the Plaintiff's registered trademark BARBIE.

3. During the pendency of the suit, Plaintiff and Defendant No. 1 have settled their disputes amicably and the terms of settlement are incorporated in paragraph 5 of the application. As per one of the terms of settlement, Defendant No. 1 has paid a sum of Rs. 1 lakh to the Plaintiff through Demand Draft, copy of which is annexed as Document A to this application. Defendants No. 2 and 3 are the Domain Name Registrars against which learned counsel for the Plaintiff, on instructions, does not press any relief.

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, this application is allowed and disposed of, recording the settlement between the parties.

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5. In light of the settlement between the parties, the suit is decreed in favour of Plaintiff and against the Defendants in terms of paragraph 42(i) and (ii) of the plaint since Plaintiff has given up the reliefs in paragraph 42(iii) to (vi) and (viii) and (ix). Terms of settlement shall form a part of the decree and needless to state bind the parties thereto.
6. Registry is directed to draw up the decree sheet.
7. Suit is disposed of along with the pending application.
8. Date of 21.08.2026 before the learned Joint Registrar is cancelled.
9. Plaintiff is held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.

JYOTI SINGH, J

JULY 9, 2026/RW