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

CNR No. DLHC010970482025

+ C.A.(COMM.IPD-TM) 83/2025 & I.As. 30266-69/2025

SMT ANITA KHARBANDA TRADING AS PREM DI HATTI

.....Appellant

Through: Mr. Rajiv Duggal, Advocate.

versus

REGISTRAR OF TRADEMARKS & ANR. Respondents

Through: Mr. Gaurav Barathi, SPC with Mr. Vishal Thakur, Mr. Chirantan Priyadarshan and Ms. Amita Singh, Advocates for R-1.
Mr. Manoj R. Sinha, Advocate for R-2.

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CNR No. DLHC010713982023

+ C.O. (COMM.IPD-TM) 323/2023 & I.A. 25909/2023

PHOOLA RANI

.....Petitioner

Through: Mr. Manoj R. Sinha, Advocate.

versus

ANITA KHARBANDA & ANR. Respondents

Through: Mr. Rajiv Duggal, Advocate for R-1.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

24.08.2026

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1. C.A.(COMM.IPD-TM) 83/2025 is filed on behalf of the Appellant under Section 91 of the Trade Marks Act, 1999 ('1999 Act') and Rule 156



of the Trade Marks Rules, 2017 ('2017 Rules') for setting aside of impugned order dated 17.07.2025 passed by Respondent No. 1, whereby Respondent No. 1 has refused Opposition No. 1316667 filed by the Appellant against Respondent No. 2's trademark application No. 6194142 in Class 43 for the mark 'PREM DI HATTI'.

2. C.O. (COMM.IPD-TM) 323/2023 is filed on behalf of the Petitioner under Section 57 of 1999 Act for a direction to Respondent No. 2 to cancel the entry relating to registration No. 2543229 in Class 43.

3. During the pendency of the proceedings, parties were referred for mediation before the Delhi High Court Mediation and Conciliation Centre, where they have amicably settled and resolved their *inter se* disputes and executed a common Settlement Agreement dated 21.08.2026, incorporating the terms of settlement. As per one of the terms of the settlement, parties have agreed that they shall withdraw their respective cases i.e., C.A.(COMM.IPD-TM) 83/2025 and C.O. (COMM.IPD-TM) 323/2023 upon execution of the Settlement Agreement.

4. Accordingly, appeal and petition are disposed of as withdrawn in light of the settlement between the parties. Needless to state that the Settlement Agreement shall form a part of the order and terms thereof shall bind the parties thereto, including any reciprocal obligation that the parties may have under the Settlement Agreement.

5. Pending applications stand disposed of.

JYOTI SINGH, J

AUGUST 24, 2026

S.Sharma