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

+ **CS(COMM) 500/2021, I.A. 13247/2021 & I.A. 17650/2022**

LT FOODS LIMITED Plaintiff

Through: Mr. R. Abhishek, Adv.

versus

DAWAT BIRYANI & ANR. Defendants

Through: Mr. Saksham Aggarwal, Adv.

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)

29.05.2023

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1. The disputes between the parties stand settled in terms of the settlement agreement dated 6th January 2023, executed under the aegis of the Delhi High Court Mediation and Conciliation Centre, which has been placed on record. The terms of the settlement agreement read thus:

(i) The Defendants have acknowledged the Plaintiff to be the proprietor of the well-known trademark/label DAWAT and related marks. The Defendant has further acknowledged the Plaintiff to be the proprietor of the trademark registrations set out in ANNEXURE B.

(ii) The Defendants hereby undertake not to use by itself, its proprietor, its principal officers, family members, servants, agents, vendors, dealers, manufacturers, distributors, retailers and anyone acting for and on its behalf from producing, selling, offering for sale or advertising, promoting its goods or services, exporting or enabling advertising campaigns either directly or indirectly in physical/electronic form, internet, websites or in any manner any product bearing the mark/label "Dawat Biryani" or "DAWAT" in conjunction with any other word which is identical or deceptively similar to the Plaintiffs marks/labels of DAWAT or related marks, or in a manner so as to suggest an affiliation, approval, license, connection, sponsorship or endorsement with the Plaintiff so as to



result in Infringement.

(iii) The Defendants hereby undertake not to use by itself, its proprietor, its principal officers, family members, servants, agents, vendors, dealers, manufacturers, distributors, retailers and anyone acting for and on its behalf from producing, selling, offering for sale or advertising, promoting its goods or services, exporting or enabling advertising campaigns either directly or indirectly in physical/electronic form, internet, websites or in any manner any product bearing the mark/label "Dawat Biryani" or "DAWAT" in conjunction with any other word which is identical or deceptively similar to the Plaintiffs marks/labels of DAWAT or related marks, or in a manner so as to suggest an affiliation, approval, license, connection, sponsorship or endorsement with the Plaintiff so as to result in Passing Off.

(iv) The Defendants hereby undertake not to use by itself, its proprietor, its principal officers, family members, servants, agents, vendors, dealers, manufacturers, distributors, retailers and anyone acting for and on its behalf from infringing the copyright of the Plaintiff in the trademark DAWAT and related marks.

(v) The Plaintiff is entitled to inform the public at large about the valid steps taken by the Plaintiff in order to successfully protect its Intellectual Property Rights as against the Defendant through various means like advertisements, print media, digital platforms, e-mails or through any other medium as the Plaintiff deems fit.

(vi) It is agreed between the parties that the Defendants shall pay an amount of INR 30,000/- (Rupees Thirty Thousand Only) to the Plaintiff towards costs. Accordingly, Plaintiff undertakes to pay INR 30,000/-(Rupees Thirty Thousand Only) by way of a Demand Draft on the next date of hearing i.e. 27.01.2023 before the Hon'ble Court. It is made clear that the instant Settlement Agreement is subject to the payment of the cost by the Defendant to the Plaintiff.

(vii) It is agreed by both the Parties on the next date of hearing i.e. 27.01.2023 they shall make a joint request before the Hon'ble High Court to dispose of the present Suit in terms of the present Settlement Agreement.

2. Demand Draft No. 000804 dated 26th May 2023 for ₹ 30,000/- drawn on HDFC Bank has been handed over by the defendant, who



appears physically in person, to Mr. R. Abhishek, learned Counsel for the plaintiff.

3. Learned Counsel for the parties are also present. Mr. Abhishek appears physically and Mr. Saksham Aggarwal, learned Counsel for the defendants appears virtually.

4. This Court has perused the terms of settlement and find them to be lawful and in order.

5. Learned Counsel undertake on behalf of their respective clients to remain bound by the terms of settlement agreement.

6. As such, nothing survives for adjudication in the present suit.

7. The suit stands decreed in terms of the aforesaid settlement agreement dated 6th January 2023.

8. Let a decree sheet be drawn up accordingly.

9. The plaintiff would be entitled to refund of Court Fees, if any, deposited by it.

C.HARI SHANKAR, J

MAY 29, 2023

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