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

+ **CS(COMM) 907/2022 & I.A. 11883/2023**

JINDAL INDUSTRIES PVT LTD Plaintiff
Through: Mr. Shivam Kaushik and Mr.
Rishabh Srivastava, Advs.

versus

**PRAWESH AGENCIES THROUGH ITS PARTNERS
VIKASH SINGH RAVINDRA KUMAR SINGH**
..... Defendant
Through: Mr. Aman Kapoor, Adv.

**CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR**

ORDER (O R A L)
05.07.2023

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I.A. 11883/2023 (under Order XXIII Rule 3 of the CPC)

1. The disputes between the parties stand settled.
2. A joint application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) has been filed by the parties.
3. The terms of settlement read thus:

“2.1 That the Defendant herein (*which expression shall include its partners, principles, and successors in business as the case may be, jointly as well as severally and also its related entities its predecessors in business and title, including entities promoted by it and its subsidiaries/associate/group entities*) admits, affirms and acknowledges before this Hon'ble Court that the Plaintiff (*which expression shall include its predecessors in business and title, including companies promoted by it and its subsidiaries/associate/group companies*) has complete



rights and is the lawful proprietor of the registered trademarks "JINDAL" & "JINDAL with the device of map of India" (word/logo/label/device) and other marks which are reproduced in paragraphs 6 and 7 of the plaint in the instant suit as well as other variants of JINDAL marks and of is the legal owner and legitimate registered proprietor of the artistic works registered under the provisions of Indian Copyright Act, 1957 under numbers A-36949 of 1982 and A-58228 of 2000 which are reproduced in paragraph 9 of the plaint of the instant suit.

2.2 The Defendant confirms and affirms before this Hon'ble Court that it will neither infringe nor pass off its goods under the marks of the plaintiff i.e "JINDAL" & "JINDAL with the device of map of India" (word/logo/label/device)(as defined above) and/or under the impugned trade dress or any other mark/ label/ sign/ trade dress/ device/ name or domain name, which are identical with or deceptively similar to the Plaintiff's "JINDAL" & "JINDAL with device of map of India" (word/logo/label/device)and other variants and have no intention to infringe the Plaintiff's Trademarks in any manner.

2.3 That the Defendant has withdrawn (a) trademark application number 5621760 in Class 6 vis-à-vis the



trademark and (b) trademark application number 5568321 in Class 6 vis-a-vis the



trademark from the concerned office of the Trademarks Registry and shall file a fresh withdrawal letter with trademark Registry (if necessary), the withdrawal letter as filed are attached along with this application.

2.4 That subject to the orders of this Hon'ble Court, the Defendant shall not object to the refund of the court fee (paid by the Plaintiff in the present suit) to the Plaintiff herein.

3. That in consideration of the undertakings tendered by Defendant hereinabove, Plaintiff agrees to forego the relief(s) of

Signature Not Verified

Signed By: SUNIL

SINGH NEGI

Signing Date: 06.07.2023

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delivery up, damages, rendition of accounts and cost of the proceedings against Defendant as sought by the Plaintiff in the present suit.”

4. Learned Counsel for the parties are present. They undertake on behalf of their respective clients to abide by the terms of settlement.
5. In view thereof, nothing survives for adjudication in the present plaint.
6. The Court has examined the terms of settlement and find them to be lawful and in order.
7. Accordingly, the suit stands decreed as per the aforesaid terms of settlement.
8. Let a decree sheet be drawn up by the Registry forthwith.
9. The plaintiff shall be entitled to the refund of the Court fees, if any, deposited by it.
10. The next date of hearing fixed in this matter stands cancelled.

C.HARI SHANKAR, J

JULY 5, 2023

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