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

+ **CS(COMM) 253/2024 & I.A. No. 37431/2024**

WOW MOMO FOODS PRIVATE LIMITED

.....Plaintiff

Through: Mr. Ankur Sangal with Mr. Shashwat
Rakshit, Advocates.
(M): 8874643389

versus

WOW PUNJABI

.....Defendant

Through: Mr. Nikhil Chawla with Mr. Om
Ram, Advocates.
(M): 9013685427
Email: Omram@ncalegal.in

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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27.08.2024

**I.A. No. 37431/2024 (Joint settlement application under Order XXIII
Rule 3 CPC)**

1. The present is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC") filed jointly by the plaintiff and the defendant.
2. The present suit had been filed by the plaintiff *inter alia* seeking permanent injunction restraining infringement of trademark, passing off, unfair trade practices, rendition of accounts, damages, etc., against the



defendant for adoption and use of infringing trademark 'WOW'/ 'WOW



PUNJABI'/

3. By way of order dated 22nd March, 2024, this Court had granted an interim injunction against the defendant, thereby restraining the defendant from using, advertising, directly or indirectly dealing in any goods or services under the defendant's trademark 'WOW'/ 'WOW PUNJABI'/



or any other trademark, which is identical or deceptively similar to the plaintiff's trademark



'WOW'/ 'WOW!MOMO'/'

4. When the matter was listed on 25th July, 2024, submission was made on behalf of the defendant that the defendant had already closed their restaurant under the impugned trademarks in January, 2024, i.e., prior to the institution of the present suit.

5. Accordingly, it is submitted that the parties have amicably settled their disputes, terms of which are contained, in paragraph 4 of the present application.

6. Counsels for the parties appear today and confirm the terms of the settlement and pray that the suit be decreed in terms, thereof.

7. The Court has perused the terms of the settlement and finds the same to be lawful.

8. In terms of the settlement, the defendant has acknowledged that the plaintiff is the sole and exclusive proprietor of the trademarks



‘WOW’/‘WOW!MOMO’/ and has recognized the plaintiff’s right in the trademark ‘WOW’ and ‘WOW’ formative marks, in the foodservice business.

9. Further, the defendant has also recognized and accepted the ownership of the plaintiff in its well-known trademarks ‘WOW’/ ‘WOW MOMO’, ‘WOW’ formative marks and all its variants.

10. In terms of the settlement, the defendant has also agreed and undertaken that it shall cease all use of the trademark/trade name ‘WOW’/



‘WOW PUNJABI’/ or any other trademark, which is similar to the plaintiff’s trademarks ‘WOW’/ ‘WOW MOMO’, ‘WOW’ formative marks, and all its variants.

11. In view thereof, the present suit is decreed in favour of the plaintiff and against the defendant in terms of the settlement arrived at between the parties, as contained in paragraph 4 of the present application, and in terms of clause a, b and c of the prayer clause in the plaint, which shall form part of the decree.

12. The parties shall remain bound by the terms and conditions of the settlement.

13. In view of the fact that the parties have arrived at a compromise, the Registry is directed to issue a Certificate for refund of full Court fees in favour of the plaintiff.

14. Decree sheet be drawn up.



15. The next date of hearing of 13th September, 2024 before the Court and 24th September, 2024 before the Joint Registrar, stands cancelled.
16. Accordingly, the suit, along with the pending application, is disposed of.

MINI PUSHKARNA, J

AUGUST 27, 2024

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