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

+ **CS(COMM) 285/2022 & I.A. 11010/2022, I.A. 7044/2023**

**PREMIER NUTRITIONS PRIVATE LIMITED (FORMERLY
KNOWN AS INDRAJIT SOLAR POWER PVT. LTD.)Plaintiff**

**Through: Mr. Pushkar Karni Sinha, Advocate
versus**

MANTHAN MILK FOOD INDUSTRIES & ORS.Defendants

**Through: Mr. Amit Jain, Mr. Raghav Bhalla &
Mr. Sumit Kumar, Advocates.
(M:9818558690)**

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **16.10.2024**

1. Settlement Agreement dated 10th September, 2024 has been received from the Delhi High Court Mediation and Conciliation Centre.
2. The present suit has been filed by the plaintiff seeking permanent injunction and damages for infringement of registered trademarks, passing off, unfair competition, declaration, rendition of accounts and other reliefs.
3. Vide order dated 10th May, 2022, an interim injunction was passed against the defendants.
4. The present matter was referred to mediation vide order dated 21st November, 2023, wherein, parties have successfully negotiated a settlement and executed Settlement Agreement dated 10th September, 2024.
5. Learned counsels for the parties present before the Court confirm the terms of the settlement and pray that the suit be decreed accordingly.
6. This Court has perused the terms of the settlement and finds the same to be lawful.
7. In terms of the settlement, the defendants have admitted the plaintiff



to be the owner and proprietor of the trade mark “MANTHAN” with respect to the goods, i.e., milk, milk products, skimmed milk powder, dairy products etc. included in Class 29.

8. The defendants undertake not to use the trademark “MANTHAN” either in isolation or in conjunction with any other trade mark for the aforesaid goods included in Class 29.

9. The defendants have also stopped using its trading name ‘Manthan Milk Food Industries’.

10. Subsequent to the interim order dated 10th May, 2022 passed by this Court, the defendants have changed their name to ‘Melco Milk Food Industries’ and is using the said trading name to carry out the business of selling the above goods included in Class 29.

11. Accordingly, the suit is decreed in favour of the plaintiff and against the defendants, in terms of the settlement as well as in terms of prayer (i), (ii) and (iii) of Para 43 of the plaint, which shall form part of the decree.

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

13. In view of the fact that the parties have entered into a settlement, the Registry is directed to issue a certificate of refund of full court fees in favour of the plaintiff.

14. Let the decree sheet be drawn up.

15. The suit, along with pending applications, is accordingly disposed of.

MINI PUSHKARNA, J

OCTOBER 16, 2024

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