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

+ **C.O.(COMM.IPD-CR) 788/2022**

M/S PACHRANGA INTERNATIONAL PVT LTD..... Petitioner

Through: Mr. Neeraj Grover, Mr. Kashish Sethi,
Mr. A. Singh and Ms. Ritu Khandelwal,
Advocates.

versus

M/S PACHRANGA INTERNATIONAL (CHAMBER GROUP) AND

ANR

..... Respondent

Through:

17+ **CS(COMM) 181/2018**

AMIT DHINGRA AND SORS

..... Plaintiff

Through: Mr. Pankaj Kumar, Advocate.

versus

VED CHANDANA AND SORS

..... Defendant

Through: Mr. Neeraj Grover, Mr. Kashish Sethi,
Mr. A. Singh and Ms. Ritu Khandelwal,
Advocates.

18+ **CS(COMM) 185/2018**

M/S PACHRANGA INTERNATIONAL

..... Plaintiff

Through: Mr. Pankaj Kumar, Advocate.

versus

M/S GAZAB INDIA

..... Defendant

Through: Mr. Neeraj Grover, Mr. Kashish Sethi,



Mr. A. Singh and Ms. Ritu Khandelwal,
Advocates.

19+ CS(COMM) 186/2018 & I.A. 14052/2013

PACHRANGA INTERNATIONAL Plaintiff

Through: Mr. Pankaj Kumar, Advocate.

versus

PACHRANGA INTERNATIONAL P.LTD. Defendant

Through: Mr. Neeraj Grover, Mr. Kashish Sethi,
Mr. A. Singh and Ms. Ritu Khandelwal,
Advocates.

20+ CS(COMM) 253/2018

PACHRANGA INTERNATIONAL PVT. LTD..... Plaintiff

Through: Mr. Neeraj Grover, Mr. Kashish Sethi,
Mr. A. Singh and Ms. Ritu Khandelwal,
Advocates.

versus

M/S PACHRANAGA INTERNATIONAL & ORS..... Defendant

Through: Mr. Pankaj Kumar, Advocate.

27+ CS(COMM) 196/2022 & I.A. 4806/2006

SHRI CHANDER MOHAN DHINGRA Plaintiff

Through: Mr. Pankaj Kumar, Advocate.

versus

SHRI RAJINDER KUMAR DHINGRA AND ORS..... Defendant

Through: Mr. Neeraj Grover, Mr. Kashish Sethi,
Mr. A. Singh and Ms. Ritu Khandelwal,



Advocates.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

ORDER
22.05.2024

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1. These matters have been settled before the Delhi High Court Mediation and Conciliation Centre by settlement agreement dated 13th May, 2024.
2. The terms of settlement agreed between the parties are as under:

1. That Rajinder Group & Chander Group hereby agree to co-exist with each other in respect to the trademarks **PIP**, **PACHRANGA** and **PACHRANGA INTERNATIONAL** and not to interfere in the use of the said trade marks by each other in any manner in India and abroad.
2. That Chander Group hereby agrees, declares and undertakes that it has changed its label(s)/packaging(s) as per those reproduced in **Schedule-1** herewith and it shall never use its erstwhile packaging labels in future. Chander Group agrees that it shall not use any packaging labels which may be identical or similar to the Labels being used by the Rajinder Group for packing their goods
3. That the Parties hereby agree to seek disposal of their respective suits pending before the Hon'ble High Court of Delhi being CS(COMM) 186 of 2018, CS(COMM) 181 of 2018, CS(COMM) 185 of 2018, & CS(COMM) 253 of 2018 in terms of the settlement recorded in the present Settlement Agreement and seek deletion of Ved Chandana in CS (Comm.) 181/2018 from the array of the parties.
4. That Parties agree that the Trade Mark Registration under Nos. 581276 in Class 29 & 554681 in class 29, both existing in the name of the Firm M/s Pachranga International and presently subsisting jointly in the name of Third Party and Sixth Party shall be continued to subsist jointly and enjoyed by both Rajinder Group and Chander Group. The First Party & Seventh Party shall jointly and in equal proportion bear the legal expenses for maintaining such registrations hereinafter. Both the Rajinder Group and Chander Group shall be entitled to rely upon the aforementioned registrations in their legal actions, if any, against third parties.



5. It is further agreed that registration under no. 672552 in Class 29 for the mark PACHRANGA'S FARM FRESH shall continue to subsist in the name of Pachranga Syndicate Pvt. Ltd. (a Company promoted by Fifth Party) while the Registration under No. 1340594 in Class 29 for the mark PACHRANGA INTERNATIONAL shall continue to subsist in the name of First Party though the Chander Group shall have Joint ownership and use of trademark PACHRANGA INTERNATIONAL..
6. That the parties agree that Assignment Deed dated 26.03.2002 shall be treated as null and void and cancelled and accordingly suit bearing CS(COMM.) 196/2022 shall be disposed of in terms hereof.
7. That the parties agree that the prayers contained in CO(COMM.IPD-CR) 788/2022 shall be allowed as per the present Settlement.
8. The Parties further agree that they shall jointly seek that the prayers contained in LPA 44/2014 pending before this Hon'ble Court be allowed with consent in the light of present settlement.
9. That the parties further agree for disposal of various proceedings, if any, as may be pending between them before the Registrar of Trade marks, in consonance with the present agreement and the co-existence agreed herein.
10. That the parties hereby agree & undertake to withdraw their respective oppositions and/or cancellations, as may have been filed against each other in any foreign country, in consonance with the co-existence as agreed upon by the parties in the present Settlement Agreement.
11. That the parties agree that all their inter se disputes qua the trade mark PIP, PACHRANGA and PACHRANGA INTERNATIONAL stand resolved in terms of the present agreement and any pending proceeding qua the said disputes as may not have been reflected in present agreement shall also stand resolved in the light of the understanding reached herein.
12. The present settlement agreement can be relied in legal proceedings, if any third party places reliance on the use and/or registration of one party to the present agreement against the other.



13. That neither Chander Group nor Rajinder Group shall be entitled to License the subject matter trademarks PIP, PACHRANGA and PACHRANGA INTERNATIONAL without the written consent and mutual agreement of Mr. Sidharth Dhingra representing the Rajinder Group and Mr. Rajesh Dhingra, representing Chander Group. The Parties may though appoint the exclusive franchisee retail outlets to sell their respective goods. It is clarified that this restriction on the parties shall not apply to the trade mark "PACHRANGA GHAR SE" of the First Party and PACHRANGA FARM FRESH of the Fifth Party.

14. That neither Chander Group nor Rajinder Group shall have right to assign/transfer the trademarks PIP, PACHRANGA and PACHRANGA INTERNATIONAL to any third party without the written consent and mutual agreement of Mr. Sidharth Dhingra representing the Rajinder Group and Mr. Rajesh Dhingra, representing Chander Group.

15. That the terms of the present settlement agreement shall be without any limitation of territory.

3. The Court has perused the terms of settlement and find them to be lawful and acceptable.

4. The said agreement is executed by authorised signatories of the parties and counter signed by the respective counsel. Counsel for parties are also present in the Court and confirm the same.

5. Accordingly, CS(COMM) 181/2018, CS(COMM) 185/2018, CS(COMM) 186/2018 & CS(COMM) 253/2018 are disposed of in terms of settlement agreement (*in accordance with para 3 of the settlement agreement as noted above*).

6. C.O.(COMM.IPD-CR) 788/2022 is allowed in terms of above settlement (*as per para 7 of the settlement agreement as noted above*).



7. CS (COMM) 196/2022 is disposed of in terms of settlement and the assignment deed dated 26th March, 2002, shall be treated as null, void, and cancelled (*as per para 6 of the settlement terms noted above*).
8. As per para 3 of the settlement agreement, Mr. Ved Chandana is to be deleted from the array of parties in CS(COMM) 181/2018.
9. It is directed accordingly.
10. Present suits/petitions are disposed of in terms of the above settlement.
11. Pending applications, if any, are rendered infructuous.
12. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MAY 22, 2024/RK/sc

Click here to check corrigendum, if any