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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 720/2022 & I.A. 16920/2022, 16922/2022**

RED BULL AG

..... Plaintiff

Through: Ms. Sejal Tayal, Ms. Neeharika
Chauhan and Ms. Apurva Bhutani,
Advocates.

versus

RAHUL RANJAN PARTNER OF M/S WINGS ENERGY & ORS.

..... Defendants

Through: Mr. Madhu Sudan, Advocates for D-1
& 2.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER
24.05.2024

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**I.A. 30196/2024 (under Order XXIII Rule 3 r/w Section 151 of CPC, 1908,
on behalf of Plaintiff and Defendant Nos. 1 & 2)**

1. The Plaintiff has filed the present suit seeking permanent injunction restraining Defendant Nos. 1 to 3 from infringing on their trademarks “RED

BULL”, “  ”, “GIVES YOU WINGS”, “  ” and other formative marks¹. Through the present suit, Plaintiff seeks to restrain Defendants Nos. 1 to 3 from using the marks “WINGS”, “WINGS

¹ “Plaintiff’s trademarks”



ENERGY”, “”, “” “” and the trade

dress “”, “” and “”², or any other mark which is deceptively or confusingly similar to the Plaintiff’s trademarks, thereby amounting to infringement and passing off of the Plaintiff’s trademarks.

2. On 17th October, 2022, this Court granted an *ex-parte ad-interim* injunction in favour of the Plaintiff and against the Defendants, restraining them from using the Impugned Marks, or any other mark deceptively or confusingly similar to the Plaintiff’s trademarks, in respect of any goods/services whatsoever, including beverages.

3. Thereafter, on a joint application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (CPC), the suit was decreed through order dated 8th February, 2024, as regards Defendant No. 3.

4. Now, the Plaintiff and Defendants No. 1 & 2 have also entered into a compromise. Accordingly, through the present application, they jointly pray for a compromise decree under Order XXIII Rule 3 read with Section 151 of the CPC, on the terms enumerated in Paragraphs No. 3.1 to 3.10 of the

² “Impugned Marks”



present application read with the prayers contained in Paragraphs No. 68 (a), (b), (c) and (d) of the plaint.

5. In terms of the compromise entered into by the parties, Defendants No. 1 & 2 confirm that, pursuant to the *ex-parte ad-interim* injunction order dated 17th October, 2022, they have discontinued any and all use of the Impugned Marks, and shall not use the same at any time in the future. In light of the above undertaking by Defendants No. 1 & 2, the Plaintiff has agreed to forego the relief(s) of delivery up, damages and rendition of accounts and costs of the proceedings against Defendants No. 1 & 2, in terms of Paragraph No. 68(e), (h), (i) and (j) of the prayer clause of the plaint.

6. The present application is duly supported by affidavits of the authorised representatives of Plaintiff and Defendants No. 1 & 2. The counsel for the parties confirm the compromise.

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

8. Accordingly, the present suit is decreed in favour of Plaintiff and against the Defendants No. 1 & 2, in terms of compromise recorded in Paragraph Nos. 3.1 to 3.10 of the present application and in terms of Paragraph Nos. 68 (a), (b), (c) and (d) of the prayer clause of the plaint, which shall form part of the decree.

9. The parties shall remain bound by the terms and conditions of the compromise as recorded in the application.

10. The suit is decreed in the above terms. Decree sheet be drawn up.

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



Plaintiff's counsel, subject to the Plaintiff filing an affidavit authorising their counsel to receive the same on their behalf.

12. With the above directions, the suit and pending applications stand disposed of.

13. The date already fixed of 1st August, 2024, stands cancelled.

MAY 24, 2024/as

SANJEEV NARULA, J