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

+ **CS(COMM) 19/2025**

GRASIM INDUSTRIES LIMITED & ANR.Plaintiffs

Through: **Mr. Chirag Ahluwalia, Advocate.**
versus

**MRIDULA KUMARI TRADING AS M/S SUPERIOR BIRLA
ROCK AND CO.Defendant**

Through: **Mr. Ashish Verma, Mr. Akhil
Ranganathan and Mr. Saksham
Thareja, Advocates.**

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

17.10.2025

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I.A. 26319/2025

1. This is a joint Application filed by the Parties under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The Parties have submitted that during the pendency of the present Suit, the Parties have agreed to amicably resolve and settle the dispute and the Settlement Terms, as provided in this Application, are as under:

“(i) The Defendant hereby recognizes the Plaintiffs’ sole, exclusive and lawful proprietary rights and interests in the Plaintiffs’ trademarks, BIRLA / BIRLA WHITE trademarks, the trademark BIRLA WHITE, as well as other BIRLA / BIRLA WHITE formative trademarks including those listed in paragraphs 14 and 38 of the plaint, as well as the well-known trademarks ADITYA BIRLA /



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of the Plaintiffs. The Defendant further recognizes the Plaintiffs' sole, exclusive and lawful proprietary rights and interests in the Plaintiffs' trade dress / artistic works / packaging



/ and / or other trade dress / original artistic works referenced under paragraph 57 of the plaint. The Defendant undertakes to not oppose / challenge / obstruct either directly or indirectly the aforesaid proprietary rights and interests of the Plaintiffs in any manner whatsoever including but not limited to by way of filing any opposition, rectification, etc., against any application and / or proceeding initiated or pursued by the Plaintiffs before the Trade Marks Registry and / or any other court and / or tribunal and / or forum, in relation to Plaintiffs' trademarks, trade dress, labels, artistic works, packaging, BIRLA and / or BIRLA WHITE and / or ULTRATECH and / or OPUS and / or BIRLA / BIRLA WHITE / OPUS formative trademarks, trade dress, labels, artistic works, packaging and / or any variation thereof.

(ii) The Defendant undertakes to refrain herself, her partners, servants, agents, dealers, distributors and all persons acting for and on her behalf from engaging directly or indirectly in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with any goods and / or services whatsoever under the impugned trade dress / product packaging



and / or



and / or



and / or any other label / trade dress / product packaging near identical and / or deceptively similar to any of the Plaintiffs' trade dress / label / product packaging and / or to any of the Plaintiffs' BIRLA / BIRLA WHITE / ULTRATECH I BIRLA / OPUS formative trade dress / packaging / label (such as



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) and / or

under any other label / trade dress / packaging / artistic work which consist of the word / mark 'BIRLA' and / or 'GRASIM' and / or



'ULTRATECK' and / or 'OPUS' and / or

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and



/ or and / or
and / or any other word / mark / label deceptively similar thereto, as
a part thereof in any manner whatsoever.

(iii) The Defendant undertakes to refrain herself, her partners,
servants, agents, dealers, distributors and all persons acting for and
on her behalf from either directly or indirectly filing / pursuing any
trademark / copyright application anywhere in the world in respect of
any goods or services whatsoever, seeking registration for a mark /
label / trade dress / artistic work which consists of the word/ mark
'BIRLA' and/ or 'GRASIM' and/ or 'ULTRATECH' and / or 'OPUS'



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and / or



and / or

and / or



and / or any other word / mark /
label deceptively similar thereto, either exclusively and / or as part
thereof.

(iv) The Defendant undertakes to refrain herself, her partners,
servants, agents, dealers, distributors and all persons acting for and
on her behalf from either directly or indirectly from using in any
manner the impugned trade name 'Superior Birla Rock & Co.' and/
or any other trade name which is near identical and / or deceptively
similar to any of the Plaintiffs' trademarks, BIRLA / BIRLA WHITE



trademarks (including

and / or the



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well-known trademarks ADITYA BIRLA / and / or any other trade name which consist of the word / mark 'BIRLA' and/ or 'GRASIM' and/ or 'ULTRATECH' and / or 'OPUS' and / or any other word deceptively similar thereto, as a part thereof in any manner whatsoever.

(v) The Defendant undertakes to file appropriate application / form before the concerned authorities including but not limited to GST department, within a period of two weeks from the date of execution of the present Application for change of her trading name from 'Superior Birla Rock & Co.' to any other name which is conformity with the terms of the present Application. The Defendant agrees and undertakes to promptly inform the Plaintiffs in writing, along with documentary proof, immediately upon filing of the aforementioned application /form, but no later than one week from the date of such filing.

(vi) The Defendant undertakes to refrain herself, her partners, servants, agents, dealers, distributors and all persons / entities acting for and on her behalf either directly or indirectly from using in any manner whatsoever the impugned domain name I.e. 'www.superiorbirlarock.com' and / or from adopting / using any other domain name / websites and / or from creating any online / social media channel / account, which has the word/ mark 'BIRLA' and/ or 'GRASIM' and/ or 'ULTRATECH' and/ or 'OPUS' as a part thereof, and also from using in any manner whatsoever Plaintiffs' trademarks, BIRLA / ULTRATECH/ BIRLA / OPUS formative



trademarks (including

and / or the



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well-known trademarks ADITYA BIRLA / and / or the word / mark 'BIRLA' and / or 'GRASIM' and / or 'ULTRATECH' and/ or 'OPUS' and/ or any other word / mark



deceptively similar / near identical thereto, in respect of any marketing / publicity / promotional materials published / circulated online and / or in print media or otherwise in respect of any goods and / or products and / or services whatsoever.

(vii) The Defendant undertakes to file appropriate applications / forms before the concerned domain name Registrars of her impugned domain names registrations which she has directly and / or indirectly obtained / secured including but not limited to 'www.superiorbirlarock.com' and/ or any other domain names which contains / has the word / term BIRLA' and I or 'GRASIM' and/ or 'ULTRATECH and/ or 'OPUS' and / or any other word / term deceptively similar / near identical thereto and / or deceptively similar / near identical to any of the Plaintiffs' trademarks, within a period of one week from the date of execution of the present Application for transfer of ownership of the said domain names in the name of Plaintiff No. 1. The Defendant agrees and undertakes to promptly inform the Plaintiffs in writing, along with documentary proof, immediately upon filing of the aforementioned applications / forms, but no later than one week from the date of such filing. The Defendant further agrees and undertakes to carry out all such other acts, compliances, etc., necessary / required for the complete and effective transfer of the ownership of the said domain names in the name of Plaintiff No. 1.

(viii) The Defendant further agrees and undertakes to remove / delete / take down / withdraw from circulation / destroy all of her existing print / online / social media / e-commerce content, posts, brochures, advertisements, promotional / publicity material, stationery, letterheads, visiting cards, banners, advertising material, cartons, labels, wrappers, packaging material, articles, dies, etc., which bear the impugned trademarks, trade dress, labels, trading name, etc. and / or has any reference to the impugned trading name 'Superior Birla Rock & Co.' and / or any of the Plaintiffs' trademarks, BIRLA / BIRLA WHITE/ BIRLA OPUS / BIRLA formative trademarks



(including

and / or the well-



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known trademarks ADITYA BIRLA /) and / or the word / mark 'BIRLA' and / or 'GRASIM' and / or 'ULTRATECH' and / or 'OPUS' and / or any other word / mark deceptively similar thereto, within a period of one week from the date of execution of this Application. The Defendant further agrees and undertakes to remove / delete / take down / alter all her online / social media / e-commerce / e-mail accounts which bear the impugned trademarks, trading name, etc., and / or has any reference to the word / mark 'BIRLA' and / or 'GRASIM' and / or 'ULTRATECH' and / or 'OPUS' and / or any other word / mark deceptively similar to any of the Plaintiffs' trademarks, as its user name / id, listings, posts, or otherwise, within a period of one week from the date of execution of this Application. The Defendant also agrees and undertakes that all of their online / social media / e-commerce / e-mail accounts and / or the content, posts, brochures, advertisements, promotional / publicity material, etc. published / circulated / advertised whether online or in print, for any goods and / or products and / or services whatsoever, shall henceforth be created and / or uploaded and / or used and / or published and / or circulated, etc., by the Defendant strictly in compliance with the terms and conditions of the present Application.

(ix) That the Defendant further agrees to a decree being passed by this Hon'ble Court in the favour of the Plaintiffs and against herself in terms of Para 85 (a), (b), (c), (d), (e) and (h) of the plaint, the contents of which are reproduced hereunder:

"85. It is therefore most respectfully prayed that in view of the facts and circumstances of the present case and in the interest of justice, the Plaintiffs most respectfully pray that this Hon'ble Court may be pleased to:

(a) pass a decree of permanent injunction against that the Defendant and in favour of the Plaintiff No. 1 restraining the Defendant, her partners, servants, agents, dealers, distributors and all persons acting for and on her behalf as the case may be, from (either directly or indirectly) engaging in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with any goods under the impugned marks / trade dress SUPERIOR BIRLA ROCK /



Superior
Birla Rock

/ BIRLA SHINE /



/ and / or

any other trademark / label / product packaging / trade dress near identical and / or deceptively similar to any of the Plaintiff No. 1's BIRLA / BIRLA WHITE Trademarks including the trade dress / packaging design



/



, the trademark

BIRLA WHITE, as well as other BIRLA formative trademarks as listed in preceding paragraph nos. 14 and 38 in respect of impugned goods and / or same and / or similar goods and / or any other goods and / or in any other manner whatsoever, amounting to infringement of the Plaintiff No. 1's BIRLA / BIRLA WHITE Trademarks as listed in preceding paragraph Nos. 14 and 38;

(b) pass a decree of permanent injunction against that the Defendant and in favour of the Plaintiff No. 2 restraining the Defendant, her partners, servants, agents, dealers, distributors and all persons acting for and on their behalf as the case may be, from (either directly or indirectly) engaging in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with any goods under the impugned



marks / trade dress SUPERIOR BIRLA ROCK /



/ BIRLA SHINE /



/ and / or
any other trademark / label / product packaging / trade
dress near identical and / or deceptively similar to any of
the Plaintiff No. 2's trademarks (including the well-known



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marks ADITYA BIRLA /) as well as
all other registered marks contained in para 14 of the
plaint in respect of impugned goods and / or same and / or
similar goods and / or any other goods and / or in any other
manner whatsoever, amounting to infringement of the
Plaintiff No. 2's trademarks (including the well-known



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marks ADITYA BIRLA /) as well as
all other registered marks contained in para 14 of the
plaint;

(c) pass a decree of permanent injunction against the
Defendant and in favour of the Plaintiff No. 1 restraining
the Defendant, her partners, servants, agents, dealers,
distributors and all persons acting for and on their behalf
as the case may be, from (either directly or indirectly)
engaging in manufacturing, offering for sale, selling,
marketing / advertising, adopting, using and / or dealing
in any manner with any goods amounting to infringement



of copyright of the original artistic works of the Plaintiff No. 1 referenced under paragraph 57 of the Plaint (or any other copyright belonging to the Plaintiff No. 1);

(d) pass a decree of permanent injunction against the Defendant and in favour of the Plaintiffs restraining the Defendant, her partners, servants, agents, dealers, distributors, as the case may be, and all persons acting for and on their behalf (either directly or indirectly) from engaging in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with any goods under the impugned marks / trade dress SUPERIOR BIRLA ROCK /



/ BIRLA SHINE /



/ and / or

any other trademark / label / product packaging / trade dress near identical and / or deceptively similar to any of the Plaintiffs' BIRLA WHITE Trademarks including the



trade dress / packaging design /



, the trademark **BIRLA WHITE**, as well as other **BIRLA** formative trademarks as listed in preceding paragraph nos. 14 and 38 (including the well-known trademarks **ADITYA BIRLA** /



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), and / or the impugned domain name i.e. www.superiorbirlarock.com and / or any other domain name / websites which has the word / mark '**BIRLA**' as a part thereof, and / or using any other marketing / publicity / promotional materials published online or in print media or otherwise in respect the impugned goods and / or same or similar and / or any other goods so as to pass off or enable others to pass off the Defendants business / impugned goods as and for the Plaintiffs' business / goods, and / or in any other , manner whatsoever;

(e) pass a decree of permanent injunction restraining the Defendant, her partners, servants, agents, dealers, distributors, as the case may be, and all persons acting for and, on their behalf, (either directly or indirectly) from using the impugned trade name Superior Birla Rock & Co. or any other trade name which is near identical and /or deceptively similar to any of the Plaintiffs' **BIRLA / BIRLA WHITE** Trademarks including well-known trademarks



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ADITYA BIRLA / for the Defendant's business / impugned goods and / or any other



goods / services;

(h) pass a decree of permanent injunction against the Defendant restraining the Defendant, her partners, servants, agents, dealers, distributors, as the case may be, and all persons acting for and on her behalf (either directly or indirectly) from using the impugned domain name i.e. 'www.superiorbirlarock.com' and / or any other website whose domain name consists of the word I mark 'BIRLA' and I or any social media accounts / pages to promote / advertise / offer for sale any goods or services under the impugned marks / trade dress SUPERIOR BIRLA ROCK /



/ BIRLA SHINE /



/ and / or

any other trademark / label / product packaging / trade dress near identical and / or deceptively similar to the Plaintiffs' BIRLA WHITE Trademarks including the trade



dress / packaging design /



, the trademark **BIRLA WHITE**, as well as other **BIRLA** formative trademarks as listed in preceding paragraph nos. 14 and 38 (including the well-known



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trademarks **ADITYA BIRLA** /) and / or consisting of word / mark **BIRLA** in it;”

(x) The Defendant also agrees and undertakes to file appropriate applications / forms before the office of the Ld. Registrar of Trade Marks within a period of two weeks from the date of execution of the present Application to unconditionally withdraw all impugned trademark applications that she has directly and / or indirectly filed including but not limited to the trademark application no. 6174528 in Class 1 filed in respect of the impugned mark



, and / or any other trademark applications filed in respect of any mark / label deceptively similar / near identical to any of the Plaintiffs’ trademarks including but not limited to Plaintiffs’ **BIRLA** / **BIRLA WHITE** / **BIRLA** formative trademarks



(including but not limited to and the well-known



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trademarks **ADITYA BIRLA** / of the



Plaintiffs) and / or under any mark / label which consists of the word / mark consists of the word/ mark 'BIRLA' and/ or 'GRASIM' and/ or 'ULTRATECH' and/ or 'OPUS' and / or any other word / mark deceptively similar thereto, as a part thereof in any manner whatsoever. The Defendant agrees and undertakes to promptly inform the Plaintiffs in writing, along with documentary proof, immediately upon filing of the aforementioned applications / forms, but no later than one week from the date of such filings. Further, the Parties agree and undertake to jointly request the Hon'ble Court for issuance of directions to the Ld. Registrar of Trade Marks to process the aforementioned applications / forms filed by the Defendant expeditiously.

(xi) That the Defendant further undertakes to refrain herself, her partners, servants, agents, dealers, distributors and all persons acting for and on her behalf from either directly or indirectly misrepresenting to be connected / related / associated / affiliated with the Plaintiffs in any manner whatsoever.

(xii) That in light of the aforementioned declarations and undertakings provided by the Defendant, the Plaintiffs agree to give up / waive their claims in respect of delivery up, damages and costs against the Defendant as provided in Para 85 (f), (g) and (i) of the plaint.

(xiii) The Parties agree and undertake to jointly request this Hon'ble Court to decree the subject commercial suit being CS(COMM) 19/2025 in favour of the Plaintiffs and against the Defendant in terms of the present Application.

(xiv) The Parties further agree and undertake to jointly request this Hon'ble Court to direct the Defendant to destroy all the impugned goods / products, banners, catalogues, brochures, advertising material, cartons, labels, wrappers, packaging material, articles, dies, and all other things bearing and / or containing reference in any manner whatsoever to the impugned marks / trade dress and / or any other trademark / trading name / trade dress identical with and / or similar and / or deceptively similar to the Plaintiffs trademarks, BIRLA / BIRLA WHITE/ OPUS/ ULTRATECH / BIRLA formative trademarks (including the well-known trademarks ADITYA BIRLA /



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) and / or the word/ mark 'BIRLA' and / or



‘GRASIM’ and / or ‘ULTRATECH’ and / or ‘OPUS’ and / or any other word / mark deceptively similar thereto , whether seized by the Local Commissioner and returned to the Defendant on superdari and / or otherwise available with the Defendant.

Provided however, that in respect of underlying commodity contained in the impugned packaging / trade dress, which by itself does not bear and / or display any impugned marks and / or trade dress and / or trading name and / or otherwise do not breach any terms and / or conditions of the present Application, the Defendant shall, at her own cost, within a period of one week from the date the aforementioned direction is passed by this Hon’ble Court, remove such commodity from the impugned packaging / trade dress and transfer the same into packaging / trade dress bearing trademarks(s) and trading name, all of which strictly conform with the terms and conditions of the present Application, whereupon the commodity so transferred may be sold / offered for sale by the Defendant strictly in conformity with the terms and conditions of the present Application. Furthermore, the Defendant agrees and undertakes to promptly inform the Plaintiffs in writing, immediately upon completion of aforementioned destruction of the aforementioned impugned packaging, trade dress, banners, etc., and the transfer of the underlying commodity (not bearing and / or displaying any impugned marks and / or trade dress and / or trading name and / or otherwise not in breach of any terms and / or conditions of the present Application) into a packaging/ trade dress bearing a trademark, label, trade name, etc., all of which conform to the terms and conditions of the present Application.

(xv) The Parties further agree and undertake that they shall jointly request this Hon’ble Court to refund the court fee paid by the Plaintiffs.”

3. In view of the above, the Parties request that the Suit may be decreed in terms of the above Settlement Terms.
4. The learned Counsel for the Parties submit that the Parties have agreed to seek direction to the Defendant to destroy all impugned goods / products banners, catalogues, brochures, advertising material, cartons, labels, wrappers, packaging material, articles, dies, and all other things bearing and /



or containing reference in any manner whatsoever to the impugned marks / trade dress and / or any other trademark / trading name / trade dress identical with and / or similar and / or deceptively similar to the Plaintiffs trademarks, BIRLA / BIRLA WHITE/ OPUS/ ULTRATECH / BIRLA formative trademarks (including the well-known trademarks ADITYA BIRLA /



) and / or the word/ mark 'BIRLA' and / or 'GRASIM' and / or 'ULTRATECH' and / or 'OPUS' and / or any other word / mark deceptively similar thereto seized by the learned Local Commissioner.

5. Accordingly, it is directed that the Defendant shall comply with the Settlement Terms arrived at between the Parties recorded in Paragraph (xiv) along with its proviso above, within a period of three months and the learned Counsel for the Defendant shall communicate the same by e-mail to the learned Counsel for the Plaintiff once the said activity is completed as per the directions of this Court as contained above. The Suit is decreed in terms of the Settlement Terms agreed between the Parties. Let the Decree Sheet be drawn accordingly.

6. The Suit and the pending Application(s), if any, stand disposed of in the above terms.

7. The next date before the Court stands cancelled.

8. The learned Counsel for the Plaintiffs prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.

9. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees



in favour of the Plaintiffs, in terms of Section 16 of the Court Fees Act, 1870.

10. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

OCTOBER 17, 2025

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