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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RFA(OS)(COMM) 2/2025**
PULKIT KHUBCHANDANIAppellant
Through: Ms. Kangan Roda and Mr.
Sarathak Sharma, Advs.

versus

NEW BALANCE ATHLETICS INCRespondent
Through: Mr. Urfee Roomi, Ms. Janaki
Arun, Mr. Jaskaran Singh, Mr.
Ayush Dixit, Ms. Vanshika
Bansal, Mr. Arpit Singhal and
Mr. Ritesh Kumar, Advs.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA
HON'BLE MR. JUSTICE RAVINDER DUDEJA

ORDER

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23.01.2025

CM APPL. 4201/2025 and 4203/2025 (exemption)

1. Allowed, subject to all just exceptions.

CM APPL. 4202/2025

2. The present application is filed by the appellant seeking condonation of 23 days' delay in filing the appeal.

3. For the reasons stated in the application, the delay of 23 days in filing the appeal is condoned.

4. The application stands disposed of.

CM APPL. 4200/2025

5. In view of the order that we are passing today, this application has been rendered infructuous and is disposed of.



RFA(OS)(COMM) 2/2025, CM APPL. 4199/2025

6. This appeal has been filed by the appellant, who was the defendant in C.S. (COMM) NO. 452 of 2024, titled ***New Balance Athletics vs. Pulkit Khubchandani***, challenging the Impugned Judgment and Decree dated 21.10.2024 passed by the learned Single Judge of this Court in the said suit.

7. The learned Single Judge, by the Impugned Judgment, has decreed the suit in the following terms:-

“17. Accordingly, considering the submissions made before this Court, the following directions are issued:

I. The suit is decreed in favour of the plaintiff and against the defendant in terms of Para 64 (a) to (e) of the prayer clause of the plaint.

II. The infringing products, which were confiscated by the Local Commissioner and returned on Superdari to the defendants, shall be destroyed by the defendant, in the presence of the representative of the plaintiff.

III. The plaintiff is entitled to Costs of ₹ 5,00,000/- and Damages of ₹2,00,000. The aforesaid amount shall be paid by the defendant to the plaintiff within a period of four months, from today.”

8. The appellant is aggrieved only by the quantum of the costs and damages that have been decreed in favour of the respondent.

9. Issue notice.

10. Notice is accepted by Mr. Ayush Dixit, the learned counsel for the respondent.

11. The learned counsels for the parties submit, on instructions, that the appeal be disposed of by modifying the Impugned Judgment and Decree only to the limited extent that instead of the costs of Rs. 5 lakhs and damages of Rs. 2 lakhs that have been directed to be paid by



the appellant to the respondent, the appellant shall pay a sum of Rs. 5 lakhs to the respondent in two equal monthly instalments ending on or before 31.03.2025, with the first instalment being paid on or before 23.02.2025, and the second and the last instalment being paid on or before 31.03.2025.

12. The appellant, who is present in person in the Court and has been identified by the learned counsel for the appellant, has signed this Order as a token of acceptance of the terms of this settlement. The appellant shall remain bound by the said statement/undertaking.

13. In view of this settlement and binding the parties thereto, the Impugned Judgment and Decree is modified to the limited extent as mentioned hereinabove.

14. The appeal, along with pending application, is disposed of accordingly.

NAVIN CHAWLA, J

RAVINDER DUDEJA, J

JANUARY 23, 2025
SU/IK

Click here to check corrigendum, if any