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

+ **CS(COMM) 102/2025**

**HIMALAYA WELLNESS COMPANY (PREVIOUSLY KNOWN
AS THE HIMAYALAYA DRUG COMPANY) & ORS.**

.....Plaintiffs

Through: Ms. Prachi Agarwal and Mr. Manan
Mondal, Advocates

versus

SHIV MEDICARE AGENCIES

.....Defendant

Through: Ms. Dilmrig Nayani, Advocate
(Through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **01.08.2025**

1. The present suit has been filed seeking relief of permanent injunction restraining the defendant from infringing the registered trademark and copyright of the plaintiffs, passing off its good as that of the plaintiffs, along with other ancillary reliefs.
2. Learned Joint Registrar (J) vide order dated 25.03.2025 referred the present matter to Samadhan - Delhi High Court Mediation and Conciliation Centre ['Mediation Centre'] for a formal settlement. The mediation has resulted in successful settlement of disputes.
3. Settlement Agreement dated 11.06.2025 executed between the parties has been received from the Registry.
4. Learned counsels for the plaintiffs and the defendant states that the suit may be disposed of in terms of the Settlement Agreement dated



11.06.2025.

5. It is agreed in the Settlement Agreement dated 11.06.2025 that the defendant recognizes and acknowledges the plaintiff's proprietary rights in the trademark HIMALAYA and several HIMALAYA logos of the plaintiffs and that the defendant agrees to stop using the said trademark of the Plaintiffs or any similar mark.

5.1. It is further agreed that the defendant acknowledges the rights of the Plaintiffs in the trade-dress, including the unique/peculiar orange and green colour combination, employed by the plaintiffs for various products.

5.2. It is further agreed that the defendant has discontinued the use of the orange and green colour combination solely and predominantly in a manner similar to that of the Plaintiff's trade-dress or products being sold under the trademark HIMALAYA and their variants thereof.

5.3. It is recorded in the said Settlement Agreement dated 11.06.2025 that the defendant is not in possession of any material bearing the mark TRUU HIMALAYAS or any other mark/logo which is identical or deceptively similar to the Plaintiff's trademark/trade-dress.

5.4. It is recorded in the said Settlement Agreement dated 11.06.2025 that the defendant has already withdrawn the trade mark application for the impugned mark under no. 6094744 and filed a withdrawal letter before the Registrar of Trade marks.

6. Learned counsels for the plaintiffs and the defendant states that they are bound by the terms of the Settlement Agreement dated 11.06.2025.

7. This Court has heard the learned counsel for the Plaintiffs and the Defendant and perused the Settlement Agreement dated 11.06.2025.

8. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian**



Varkey Construction Co. (P) Ltd.¹ , while dealing with the Section 89 of the Code of Civil Procedure, 1908 [‘CPC’] has observed that a settlement agreement executed between the parties should be placed before the Court for recording it and disposing of the suit in its terms. And, while dealing with the settlement the Court should apply the Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

9. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 11.06.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

10. The compromise contained in the aforesaid Settlement Agreement dated 11.06.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 11.06.2025.

11. The statements and undertaking given by the parties are accepted by this Court and the parties are held bound by the same.

12. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 11.06.2025 executed between the parties.

13. The Registry of this Court is directed to prepare a decree in terms of this order and it is directed that the Settlement Agreement dated 11.06.2025 shall form part of the said decree.

14. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of the Plaintiffs within six (6) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870, and the judgment of the

¹ (2010) 8 SCC 24.



Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors**².

15. Pending applications, if any, stand disposed of.
16. Future dates, if any, stand cancelled.
17. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

AUGUST 1, 2025/mt/MG

² (2021) 3 SCC 560.