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

+ **CS(COMM) 109/2025, I.A. 3389/2025 & I.A. 10703/2025**

CASTROL LIMITED

.....Plaintiff

Through: Mr. Urfee Roomi, Ms. Janaki Arun,
Mr. Ayush Dixit & Ms. Adhya S.,
Advs.

versus

COASTAL LUBRICANTS PRIVATE LIMITED

AND ORS

.....Defendants

Through: Mr. Kunal Sabarwal, Mr. Aayush
Malhotra, Mr. Diwas Kumar, Mr.
Shobhit Garg and Mr. Dev Sharma,
Advs.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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20.11.2025

1. The present suit has been filed for permanent injunction restraining trademark infringement, copyright infringement, passing -off and other ancillary reliefs against the defendants.

2. This order is being passed in continuation of the order dated 17.09.2025 and 04.11.2025.

Defendant's submissions

3. Learned counsel for the defendant states that he has filed an affidavit dated 06.10.2025 and 01.11.2025 setting out the manner in which it proposes to use its registered mark.

4. He states that defendants have no objection if the relief of permanent injunction prayed for at paragraph 76 (a), (b), (c) and (d) of the plaint are granted in favour of the plaintiff and against the defendants.

5. He states that defendants have no objection if a direction in terms of



paragraph 76 (g) of the plaint is granted in favour of the plaintiff and against the defendants. He states that defendants undertake to withdraw the trademark applications enlisted in prayer clause 76 (g) of the plaint.

6. He states that in the affidavit dated 01.11.2025, the defendants have referred to a word mark “CARTOMAX REACTIVE SMOOTH LIFE” which is registered under TM No. 4451811. He states that the artwork of the label for use of the said word mark has not been created as of now.

7. He states that to avoid any conflict or disputes between the parties, the defendants undertake that it shall share with the plaintiff the proposed artwork of label for this mark at least four (4) weeks in advance so as to enable the plaintiff to revert with its comments, if any.

8. He, however, states that defendants will undertake that any label created for “CARTOMAX REACTIVE SMOOTH LIFE” will not be identical or deceptively similar to the plaintiff’s mark.

Plaintiff’s submissions

9. Learned counsel for the plaintiff states that in view of the affidavits dated 06.10.2025 & 01.11.2025 and the undertaking given today, the plaintiff would be satisfied if the suit is decreed in terms of prayer clauses at paragraph 76 (a), (b), (c), (d) and (g) of the plaint. He states that in addition to the applications already listed at prayer clause (g), the plaintiff is also praying for the defendants to withdraw its Trademark Application Nos. 7049575 & 7049576.

10. He states that plaintiff will respond to the defendants’ request for approval of artwork label for “CARTOMAX REACTIVE SMOOTH LIFE” within two (2) weeks and the defendants request for approval may be sent to the counsel for the plaintiff.



11. He states that plaintiff is not pressing for its claims for damages; however, it is pressing for legal costs of Rs. 3 Lakhs. He states that this is a second suit which the plaintiff has been compelled to file against the defendant. He states that even in the first suit as well, the defendant had paid a legal cost of Rs. 3 lakhs.

Defendant's response

12. In response, learned counsel for the defendants states that defendants undertake to pay a sum of Rs. 3 lakhs towards legal costs to the plaintiff within three (3) weeks.

13. He states that he has examined TM application no. 7049575 and 7049576 and states, on instructions that, defendants will also withdraw these applications in addition to the applications enlisted at prayer clause (g).

Court's directions

14. This Court has considered the submissions of the parties. In view of no contest between the parties, the suit is decreed in terms of paragraph 76 (a) (b) (c) (d) and (g) of the plaint. TM application nos. 7049575 and 7049576 shall also form part of prayer clause (g). The defendant is held liable to pay legal costs of Rs. 3 lakhs to the plaintiff within three (3) weeks. The remaining reliefs are dismissed as not pressed.

15. The parties are bound down to the procedure adopted between them with respect to approval of the artwork of the label for the mark "CARTOMAX REACTIVE SMOOTH LIFE".

16. The Registry is directed to draw up a decree in terms of the aforesaid order. The affidavits of the defendants dated 06.10.2025 and 01.11.2025 shall form part of the decree.

17. The suit stands decreed. Pending applications are disposed of.



18. All future dates are cancelled.

Quashing of the FIR

19. Learned counsel for the defendants requests that in view of the fact that this suit has been amicably decreed, plaintiff be directed to comply with its undertaking recorded at para 11 (vii) of the judgement dated 23.08.2024 in CS (COMM) 900/2023.

20. Learned counsel for the plaintiff states that it is the defendants who failed to approach the plaintiff for seeking the NOC. He states that however in view of the amicable resolution in these proceedings, the plaintiff remains ready and willing to comply with the undertaking recorded at para 11 (vii) of the judgement dated 23.08.2024 in CS (COMM) 900/2023.

21. The defendant is directed to ensure that the quashing petition is filed within three (3) weeks and it is directed that the plaintiff will provide the NOC to the defendant.

22. The registry is directed not to list this matter any further.

23. 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

NOVEMBER 20, 2025/ng/IB