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

+ **CS(COMM) 133/2025 with I.A. 4090/2025**

M/S PARSHV GLOBAL VENTURES & ORS.Plaintiffs

Through: Mr. Vikhyat Oberoi, Mr. Shubhankar
Sehgal, Mr. Shivam Prakash, Mr.
Ravi Sharma and Ms. Nishita Gupta,
Advocates.

versus

ADITYA MINDA INDUSTRIES PVT.LTD.Defendant

Through: Ms. Sangeeta Pal and Mr. Anuruddha
Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
20.03.2025

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1. Even though the mediation proceedings have not been successful, the terms for a possible settlement have been discussed with the counsel.
2. The matter was passed over for both counsel to take instructions from their respective clients.
3. Counsel for the defendant has obtained instructions and submits that the defendant is willing to give up the mark 'HomeFresh'.
- 3.1. The statement of the counsel is taken on record and the defendant shall be bound by the same.
4. Accordingly, a decree of permanent injunction is passed in favour of the plaintiffs and against the defendant in terms of the aforesaid statement, restraining the defendant from using the mark 'HomeFresh' in any manner.



5. On instructions, the counsel for the defendant submits that the defendant is also willing to pay costs of ₹2,00,000/- to the plaintiffs.

5.1. Counsel for the plaintiffs, on instructions, is agreeable for the same.

6. Accordingly, it is directed that costs of ₹2,00,000/- shall be paid by the defendant within 15 days from today, failing which it shall carry interest @ 9% p.a.

7. In view of the fact that the matter has been settled on the second date of hearing, Registry is directed to issue a certificate of refund of 100% Court Fees in favour of the plaintiffs in terms of Section 16 of the Court Fees Act, 1870.

AMIT BANSAL, J

MARCH 20, 2025

Vivek/-