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

\+ CS(COMM) 164/2025, I.A. 4947/2025, I.A. 11880/2025, I.A. 21589/2025 & I.A. 32573/2025

NEW BALANCE ATHLETICS, INC. .....Plaintiff

Through: Ms. Anuja Chaudhary & Ms. Adhya, Advocates.

versus

ANKIT GUPTA AND ANR. .....Defendants

Through: Ms. Shreya Gagneja, Advocate (through VC).

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

<u>O R D E R</u>

% **23.12.2025**

<u>I.A. 32573/2025</u>

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 learned Counsel for the Parties submitted that during the pendency of the present Suit, the Parties have been able to amicably settle the disputes in the present Suit on the following terms ("**Terms of Settlement**"):

> *"2. The parties submit that during the pendency of the suit, the Plaintiff and the Defendants have arrived at an amicable settlement on the following terms and conditions, without prejudice to their respective rival contentions:*
>
> *a. This settlement agreement binds the Plaintiff, its affiliated companies, distributors and franchisees, as well as the Defendant No. 1, Ankit Gupta, trading as Anvik International, and the Defendant No. 2, Shankar Lal, trading as Capital India (hereinafter referred to as the "Defendants") personally, jointly and severally, as well as*

their successors and/or subsequent assignees, or any other related person, entity or concern in which the Defendants may be partners, shareholders, directors or hold a majority of shares, or that is otherwise under the control of the Defendants.

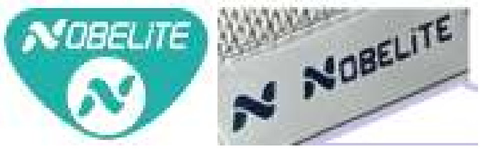
b. *The Defendants, jointly and severally, acknowledge the Plaintiff's right, title and interest in the (i) NB Device marks; (ii) N Device marks; (iii) variations of the NB Device and N Device marks, and marks that incorporate these marks (shown in DOCUMENT A). The NB Device marks, N Device marks, and variations of the NB Device and N Device marks, and marks that incorporate these marks, are hereinafter collectively referred to as the "Plaintiff's Marks".*

c. *The Defendants, jointly or severally, state that they are engaged in the business of manufacturing, selling/offering for sale, marketing and advertising footwear under the NOBELITE brand, and were using the N Device marks (hereinafter referred to as the "Defendants' N Marks") and the NBL, NBL SPORTS, NBL Device, and N NOBELITE Device marks, and variations thereof (shown in DOCUMENT B). The NBL, NBL SPORTS, NBL Device, N NOBELITE Device and the Defendants' N Marks are hereinafter collectively referred to as the "Defendants' Marks", which are nearly identical/deceptively similar to the Plaintiff's Marks. The term 'use' for the purposes of this settlement agreement includes, but is not limited to manufacturing, packaging, marketing, distribution and/or sale of any goods, including but not limited to footwear and/or related services, including, retail and wholesale services, either through offline channels, i.e., through their retail stores or third-party retail stores or online channels, i.e., through their own website located at www.nobelite.in or e-commerce websites, such as Amazon, Flipkart, JioMart, Shopsy, Meesho, etc., third party business listing website(s), use on promotional and advertising materials, on social media platforms, including, but not limited to, Instagram and Facebook.*

d. *The Defendants, jointly and severally, undertake that they have ceased any and all, direct and indirect use of, and will* *never, directly or indirectly, in the future, use, or assert any rights on (i) the Defendants' Marks; (ii) any marks that incorporate the Defendants' Marks, whether alone or in conjunction with other word(s), letter(s) or device element(s); and/or (iii) any other marks that are identical/deceptively similar to the Plaintiff's Marks, on and in relation to footwear and/or any related goods and/or services, in any manner or form.*

e. The Plaintiff states that it does not object to the Defendants' business under the mark NOBELITE, upon, the Defendants undertaking to:

(i) not use any variations of the NOBELITE mark along with a standalone N Device as shown below or in any other manner;



(ii) not feature the letter N in a prominent manner or such that the letter N acts as a distinct element, which is identical or similar to the Plaintiff's Marks; and

(iii) ensure that the NOBELITE mark or any mark adopted in the future does not incorporate the NB mark or any other mark that is identical or deceptively similar to the Plaintiff's Marks.

f. The Plaintiff also agrees not to object to any trade mark or copyright applications filed by the Defendants, for the mark NOBELITE (in the manner shown below) or any modified version thereof, provided that the marks are in compliance with the terms encapsulated in clause e above.

g. It is clarified that the Plaintiff has permitted use of the N Device mark (shown below) ***only*** *when it is a part of the composite NOBELITE marks [only as shown in clause (f)], or as agreed upon in clause (e).*

h. The Defendants, jointly and severally, acknowledge that the Ld. Local Commissioner, appointed by the Hon'ble Delhi High Court vide order dated February 25, 2025, had seized a total of 9058 pairs of shoes and clogs and 30 empty boxes bearing one or more of the Defendants' Marks, during the commission conducted on March 1, 2025, which are currently kept safely in an undisturbed manner at A-139, Basement, Ground Floor, First Floor, Second and Third Floor, DSIIDC Narela Industrial Area, New Delhi - 110040. The Plaintiff is agreeable to allow the Defendants to participate in a process to de-seal the seized goods and remove the Defendants' Marks from such goods, provided that the process is carried out in the presence of the Plaintiff's counsel from Sujata Chaudhri IP Attorneys. This exercise shall be completed within ten (10) days from the date of the decree of the present civil suit by the Hon'ble Court. Considering the goods seized by the Ld. Local Commissioner have a substantial quantity of footwear where the N mark is stitched, printed, or otherwise embedded on them, the Defendants agree that they will be allowed to sell/offer for sale only those goods (footwear, packaging materials, brochures, etc.) where the N mark has been completely removed. At the time of de-sealing of the seized goods, the Plaintiff and Defendants shall conduct a thorough examination of the seized goods, and shall determine the exact quantity of goods from which the N mark can be completely removed. The Defendants agree and undertake that the remaining goods shall be destroyed in the presence of the Plaintiff's counsel from Sujata Chaudhri IP Attorneys.

i. The Defendants, jointly and severally, also acknowledge and undertake that, in case, apart from the seized infringing goods mentioned in clause (h), they possess any inventory of finished, unfinished and unsold goods, as well as any other materials, whether or not affixed to finished or unfinished goods, as well as other advertising, promotional and packaging materials, moulds, business incidentals, including labels, corporate brochures, catalogues, *pamphlets, hoardings, stationery, as well as negatives, duplicating equipment or other device used or intended to be used for printing or reproducing copies of goods bearing, (i) the Defendants' Marks; (ii) any marks that incorporate the Defendants' Marks, whether alone or in conjunction with other word(s), letter(s) or device element(s); and/or (iii) any other marks that are identical/deceptively similar to the Plaintiff's Marks, which may be stored/lying at the Defendants' premises as well as any other premises that are under their control, or in the possession of the Defendants, or with a dealer, distributor, retailer or affiliate of the Defendants, they shall destroy such goods/materials in the presence of the Plaintiff's counsel from Sujata Chaudhri IP Attorneys within ten (10) days from the date of decree of the present civil suit by the Hon'ble Court.*

j. The Defendants, jointly and severally, state that they have, pursuant to an ex-parte ad interim injunction granted by the Hon'ble Delhi High Court, vide order dated February 25, 2025, filed takedown requests/have taken down, at their own cost, listings from the website located at www.nobelite.in, from e-commerce websites and business listings websites, as well as from their social media pages on Instagram and Facebook bearing reference to (i) the Defendants' Marks; (ii) any marks that incorporate the Defendants' Marks, whether alone or in conjunction with other word(s), letter(s) or device element(s); and/or (iii) any other marks that are identical/deceptively similar to the Plaintiff's Marks. In case the Plaintiff or the Defendants discover any other online listings on third-party e-commerce platforms and business listing websites, in the future, the Defendants undertake that they will file, at their own costs, takedown requests, within ten (10) days of such intimation by the Plaintiff's counsel.

k. The Defendant No. 1 acknowledges that the Defendant No. 1, in his capacity as the sole proprietor of Anvik International, filed a trade mark application, namely, Application No. 5543419, to register the NBL Device mark (shown below), covering "clothing, footwear, headwear", in Class 25. Defendant No. 1 acknowledges that, on April 9, 2025, he filed, at his own cost, a request at the Trade

Marks Registry to withdraw the NBL Device mark that is the subject of Application No. 5543419. Defendant No. 1 undertakes to make efforts to ensure that the withdrawal request is recorded expeditiously by the Trade Marks Registry.

l. *The Defendant No. 1 acknowledges that the Defendant No. 1 had filed a trade mark application, namely Application No. 5018993, to register the NBL SPORTS mark, covering "clothing, footwear, headwear". Defendant No. 1 undertakes to file, within a period of ten (10) days from the date of decree of the present civil suit by the Hon'ble Court, at his own cost, a request at the Trade Marks Registry to withdraw Application No. 5018993, and confirm in writing to the Plaintiff's counsel, Sujata Chaudhri IP Attorneys, within two (2) days thereafter. Defendant No. 1 further undertakes not to prosecute the above-noted application or defend any opposition filed by the Plaintiff against Application No. 5018993, at any time, now, or in the future.*

m. *The Defendants, jointly and severally, state that, besides Application Nos. 5543419 and 5018993, they have not, either directly or indirectly, including through any related entity or person(s), filed or cause to be filed, and will not, at any future time, file any application to register any trade mark/copyright/design application(s) for, and do not own any trade mark/copyright/design application(s) for (i) the Defendants' Marks; (ii) any marks that incorporate the Defendants' Marks, whether alone or in conjunction with any other word(s), letter(s) or device element(s); and/or (iii) any other marks that are identical/ deceptively similar to the Plaintiff's Marks, on and in relation to footwear and/or any related goods and/or services.*

n. *The Defendants, jointly and severally, agree and undertake that they will never, now, or in the future, challenge, or take any action or cause any third party to challenge or take action against the Plaintiff's rights in the Plaintiff's Marks.*

o. The Defendants, jointly and severally, undertake that they will not hold themselves as being related to the Plaintiff in any way.

p. The Defendants, jointly and severally, undertake that they will not, either directly or indirectly, through a related party, entity or otherwise, cause, enable or assist another party to do any of the acts that they are undertaking not to do as per the terms of this settlement agreement.

q. The Defendants will pay a sum of INR 4,00,000/- (Rupees Four Lakhs Only) as reimbursement of the costs incurred by the Plaintiff in acting against the Defendants and their infringing use of the Defendants' Marks via cheque or bank transfer into the bank account of the Plaintiff's counsel, within a period of one (1) week from the date of the decree of the present civil suit. The bank details of the Plaintiff's counsel are provided below:

Name: Sujata Chaudhri IP Attorneys
Bank Name: Axis Bank Ltd.
Current Account No.: 914020022909462
IFSC Code: UTIB0001149

r. The Plaintiff and the Defendants agree and undertake to be bound by the terms and conditions of this present settlement agreement, and further undertake that they shall neither challenge nor violate the terms and conditions of this settlement agreement.

s. The Plaintiff and the Defendants agree that a decree may be passed by the Hon'ble Court in terms of this present settlement agreement. The parties understand that in case the decree so passed by the Hon'ble Court is not complied with or any default is committed by either of the parties, the other party shall be at liberty to execute the said decree against such defaulting party in the court of law.

t. In the event the Defendants, or any related person, entity or concern, breach the terms of the present settlement agreement and use/continue to use (i) the Defendants' Marks; (ii) any marks that incorporate the Defendants' Marks, whether alone or in conjunction with any other word(s), letter(s) or device element(s); and/or (iii) any other marks that are identical/ deceptively similar to

Plaintiff's Marks, they shall be liable to pay the Plaintiff liquidated damages amounting to INR 20,00,000/- (Rupees Twenty Lakhs Only) and reimburse the complete costs incurred by the Plaintiff in acting against them. Such liquidated damages and costs shall be in addition to any damages, awards, and costs of equitable relief to which the Plaintiff may be entitled with respect to the breach of these settlement terms."

3. Accordingly, the learned Counsel for the Plaintiff submitted that the present Suit be Decreed in terms of the Terms of Settlement. Accordingly, the present Application is allowed.

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4. In view of the above order passed in I.A. 32573/2025, the present Suit is Decreed in terms of the Terms of Settlement arrived at between the Parties. The Parties are directed to be bound by the Terms of Settlement.

5. Let Decree Sheet be drawn up accordingly. The Suit as well as the pending Application stand disposed of.

6. The learned Counsel for the Plaintiff submits that the Plaintiff has already received the Demand Draft for ₹4,00,000/- as the reimbursement of the cost incurred by the Plaintiff for these proceedings. The said statement is taken on record.

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

8. 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 Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

9. 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 Terms of Settlement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

DECEMBER 23, 2025/ *'A'*