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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 202/2025, I.A. 6039/2025 & I.A. 6042/2025**

FOOTPRINTS CHILDCARE PVT LTDPlaintiff
Through: Ms. Aarzoo Aneja, Adv. (through vc)
versus
BKS EDUCATIONAL TRUST & ORS.Defendants
Through: Ms. Smita Dikshit and Ms. Yuvika
Sharma (through vc)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **18.09.2025**

1. The present suit has been filed by the plaintiff for a permanent injunction restraining infringement of registered trademarks and passing off.
2. The Settlement Agreement dated 13.08.2025, executed between the parties before the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre') has been placed on record.
3. Learned counsel for the plaintiff and the defendants pray that a decree be passed in terms of the Settlement Agreement.
4. Learned counsels for the parties state that the defendants acknowledge the proprietary rights of the plaintiff in the subject trademark.
- 4.1 Leaned counsels for the parties state that the defendants have agreed to change its mark and the parties have mutually agreed to a different mark ('approved mark') that has been set out in clause 6 of the Settlement Agreement, which reads as follows:

"6. As discussed during the mediation session held on 24.04.2025, the

Parties have mutually agreed that the mark
("Approved Mark") shall replace the Impugned Mark





. The revised brand identity, including a new trademark design featuring two hands in place of the earlier two feet, has been finalized by mutual consent and has been implemented across all branding and communication material. The First Party has no objection to the same.”

4.2 Learned counsel for the parties state that the defendants have agreed at clause 7.1 and 7.9 to undertake steps for complete implementation of this settlement agreement within the time frame set out therein.

4.3 Learned counsel for the plaintiff clarifies that the time for implementation shall begin after passing of this decree.

5. This Court has heard the learned counsel for the plaintiff and the defendants and perused the Settlement Agreement dated 13.08.2025.

6. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with Section 89 of the CPC has observed that the settlement agreement will have to be placed before the Court for recording it and for disposing of the suit in terms of the settlement, the Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

7. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement agreement dated 13.08.2025 satisfies the requirements of Order XXXIII Rule 3 CPC.

8. The compromise contained in the aforesaid Settlement Agreement dated 13.08.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid

¹ (2010) 8 SCC 24



Settlement Agreement dated 11.07.2025.

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

10. Consequently, the captioned suit is hereby decreed in terms of the Settlement Agreement dated 13.08.2025.

11. The Registry of the Court is directed to prepare a decree in terms of this order, and it is directed that the Settlement Agreement dated 13.08.2025 shall form part of the said decree.

12. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of the plaintiff 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 Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors.**²

13. Pending applications, if any, stand disposed of.

14. Future dates, if any, stand cancelled.

15. Interim orders, if any, stand merged into the final decree.

16. 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
SEPTEMBER 18, 2025/msh/AJ

² (2021) 3 SCC 560.