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

+ **CM(M)-IPD 2/2023 & CM APPL. 13338/2023**

**M/S GOODWILL POLYPAST & ANR. ....Petitioners**

**Through: Mr. Durgesh Singh, Adv.**

**versus**

**THE SUPREME INDUSTRIES LTD. ....Respondent**

**Through: Mr. Tushar A. John and Mr. Sarthak  
Sharma, Adv.**

**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**ORDER**

**% 15.11.2025**

1. Learned counsel for the parties' state that the present proceeding has been filed challenging the impugned order dated 11.01.2023, passed in CS (COMM) 541/2021, passed by Ld. District Judge [Commercial Court], Patiala House Court.

2. The parties state that they have arrived at an out-of-court settlement and pray that this petition, along with the suit pending before the learned Trial Court, be disposed of in terms of the said settlement.

3. The terms of the settlement arrived between the parties have been handed over, and it is duly signed by the counsels for the parties. The terms of the settlement agreement between the parties read as under:

**TERMS OF SETTLEMENT DATED 15.11.2025**

1. The captioned matter was listed before the Hon'ble Court on 15.11.2025. wherein, upon request of the Petitioner, the matter has been settled upon the following terms:-

a. The Petitioners shall pay a sum of INR 2,00,000/- (Indian Rupees Two

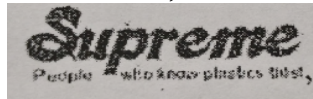


Lakhs only) by way of a demand draft drawn in favour of "The Supreme Industries Limited". The said demand draft, for the aforesaid amount and in the manner stated, shall be handed over to the counsel for the Respondent within a period of one and a half (1.5) months from the date of these Terms of Settlement.

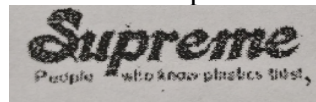
b. The Petitioners shall destroy the seized goods (as per the seizure list annexed hereto) in the presence of a representative of the Respondent within a period of fifteen (15) days from the date of these Terms of Settlement. The counsel for the parties shall coordinate and finalise a mutually agreeable date and time for such destruction.

c. The Petitioners agree to be bound by and shall remain subject to a permanent injunction in terms of prayer clauses (a) and (b) in paragraph 36 of the plaint, which are reproduced herein below for ease of reference:

(a) A decree for permanent injunction restraining the Defendants/Petitioners, their servants, agents, stockists from manufacturing, trading, selling, marketing, printing, offering for sale or dealing in any manner whatsoever in any goods, including PVC pipes, garden pipes, water tanks, plastic products and other accessories, etc and/or any other goods

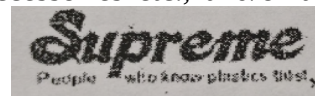


under the mark "SUPREME" & their trademark as or tradename, or any other mark or logo deceptively similar to the Plaintiff's/Respondent's mark "SUPREME" &

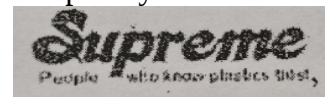


which may amount to Supreme infringement of the Plaintiff's/Respondent's registered trademarks mentioned in the suit.

(b) A decree for permanent injunction restraining the Defendants/Petitioners, their servants, agents and stockists from manufacturing, trading, selling, marketing, printing, offering for sale or dealing in any other way, any goods, including PVC pipes, garden pipes, water tanks, plastic products and other accessories etc., and/or any other



goods under the mark "SUPREME" & as their trademark or tradename, or any other mark or logo deceptively similar to the



Plaintiff's/Respondent's mark "SUPREME" & , amounting to passing off the Defendants'/Petitioners' goods as those of the Plaintiff/Respondent.

4. The inventory prepared by the Local Commissioner is also annexed with the terms.



5. This Court has perused the terms of the settlement and is satisfied that they are lawful.
6. The statement and undertaking of the petitioner are accepted by this Court, and he is bound down to the same.
7. For passing of the formal decree, the parties are directed to present the same terms of settlement duly signed by their parties before the learned Trial Court on 01.12.2025, and the suit shall stand disposed of in terms thereof.
8. Accordingly, the petition is disposed of in terms of the settlement, which shall be binding on the parties. Pending applications stand disposed of.
9. The registry is directed not to list this matter further. The registry is directed to communicate the copy of the order to the Trial Court.
10. The terms of the settlement signed by the counsels and handed across the bar is directed to be taken on record by the Court Master.
11. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, [www.delhihighcourt.nic.in](http://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 15, 2025/hp/aa**