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

+ **CS(COMM) 277/2025 & I.A. 8127/2025**

HERO INVESTCORP PVT. LTD & ANR

.....Plaintiffs

Through: Mr. Kunal Khanna, Mr. Madhav
Anand, Mr. Krtin Bhasin, Mr.
Yashveer Singh and Mr. Udit Sharma,
Advocates

versus

S M PLAST & CHEMICALS

.....Defendant

Through: Ms Akansha Rajput, Advocate

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **10.09.2025**

1. The present suit has been filed seeking permanent/perpetual injunction restraining the Defendant from infringement of the registered suit designs bearing no. 311300 & 311301, trade mark and copyright of the plaintiffs and passing off along with other ancillary reliefs.
2. The learned Joint Registrar (J) vide order dated 14.05.2025 referred the parties to Delhi High Court Mediation and Conciliation Centre for a formal settlement. The mediation has resulted in successful settlement of the disputes.
3. The Settlement Agreement dated 29.08.2025 executed between the parties has been received from the Registry.
4. Learned counsel for the Plaintiffs states that the suit may be disposed of in terms of the agreed terms set out at clauses 1 to 13 of the Settlement



Agreement dated 29.08.2025.

4.1. He states that defendant has agreed to suffer a decree of permanent injunction in terms of prayer clauses mentioned in paragraph no. 72 (a), (b), (c) and (d) of the suit.

4.2. He states that with respect to the prayer clauses mentioned in paragraph no. 72(e), (f) and (g) of the suit, the parties have arrived at an understanding, which is recorded in clause '6' of the Settlement Agreement dated 29.08.2025, which reads as under: -

“6. Upon the Hon'ble Court's permission, the Second Party undertakes to unveil the goods seized by the Ld. Commissioner in presence of the First Party's authorized distributor/seller within 30 days from the date of signing of this Settlement Agreement and upon inspection, all the goods that are found to be counterfeit/infringing will be handed over to the First Party company and the original products shall remain with the Second Party.”

5. Learned counsel for the Plaintiffs and Defendant state that they shall remain bound by the terms of the Settlement agreement dated 29.08.2025.

6. This Court has heard the learned counsel for the Plaintiffs and the Defendant and perused the Settlement Agreement dated 29.08.2025.

7. It is agreed in the Settlement Agreement dated 29.08.2025 that the Defendant recognizes and acknowledges the Plaintiffs' proprietary rights in its registered suit designs no. 311300 and 311301 for bottle of HERO GENUINE OIL and trademark/logo/label 'HERO' and that the Defendant agrees to not use/sell the said registered suit designs and trademark/logo/label of the Plaintiffs or any similar mark.

8. It is agreed in the Settlement Agreement dated 29.08.2025 that the Defendant undertakes to remove any listings of the infringing products from e-commerce websites or anywhere else on the internet, within 15 days and to



not take back-ups of such posts.

9. It is further agreed that the Defendant will not sell counterfeit goods of the Plaintiffs and shall procure original goods bearing the Plaintiffs' registered trademarks from authorized distributors/sellers registered under the Plaintiffs' Company.

10. It is agreed that the Defendant had offered to pay a sum of Rs. 1.25 lakhs as nominal damages to the Plaintiffs and the Plaintiffs have accepted the same in full and final settlement of all its costs, expenses, compensation etc, by way of Demand Draft at the timing of signing of the present settlement in favour of the Plaintiffs.

11. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹ while dealing with the Section 89 of the Code of Civil Procedure, 1908 ['CPC'] has observed that a settlement agreement executed through the process of mediation should be placed before the Court for recording it and disposing of the suit in its terms. And, while doing that the Court should apply the Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

12. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 29.08.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

13. The compromise contained in the aforesaid Settlement Agreement dated 29.08.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 29.08.2025.



14. In view of the aforesaid no-contest between the Plaintiffs and the Defendant vis-à-vis the relief of permanent injunction in this suit, the suit is decreed in favour of the plaintiff and against the defendant vis-à-vis prayer clause mentioned in paragraph 72(a), (b), (c) and (d) of the plaint.

15. The prayer clauses mentioned in paragraph no. 72(e), (f) and (g) of the plaint stands satisfied in terms of clause '6' of the settlement agreement.

16. The claims for damages at prayer clauses mentioned in paragraph no. 72(h), (i) and (j) sought by the Plaintiffs are dismissed as not pressed by the Plaintiffs.

17. The statement made by the learned counsel for the Plaintiffs that the Plaintiffs have accepted a sum of Rs. 1.25 lakhs towards the full and final settlement of the money claims arising in the captioned matter is taken on record.

18. The Statements and undertaking given by the parties are accepted by this Court and the parties are held bound by the same.

19. To avoid any doubts, it is directed that the terms of the Settlement Agreement dated 29.08.2025 executed between the parties shall form part of the decree and the parties shall remain bound by the same.

20. The Registry of this court is directed to prepare a decree in terms of this order.

Refund of the Court Fees

21. Learned counsel for the Plaintiffs requests for refund of Court fee in view of the settlement arrived between the parties through the process of mediation.

22. Keeping in view the aforesaid facts, the registry is directed to refund

¹ (2010) 8 SCC 24.



100% Court Fee in favour of Plaintiff No. 1 within four (4) weeks, in accordance with law. The said direction has been passed having regard to Section 16 of the Court Fees Act, 1870, read with Section 89 of CPC.

23. Pending applications, if any, stands disposed of.

24. Future dates, if any, stand cancelled.

25. 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 10, 2025/rhc/IB/MG