



2025:DHC:10253-DB



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

+ **RFA 288/2019 & CM APPL. 15585/2019**

M/S CLUES NETWORK PVT LTDAppellant

Through: Mr. Peeyoosh Kalra, Mr Ishith
Arora Advs.

versus

M/S LOREALRespondent

Through: Mr. Rishi Bansal, Ms. Shruti
Manchanda, Advs.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

ORDER (ORAL)

% **19.11.2025**

C. HARI SHANKAR, J.

1. The dispute between the parties, which was referred to mediation by the Delhi High Court Mediation and Conciliation Centre, stands settled.

2. The settlement agreement dated 14 November 2025 is on record.

3. The relevant clauses of the settlement agreement read thus:

“1. In case L'Oréal notices any listing/marketing of counterfeits of any of its products on the website/application of Clues Network in future, L'Oréal will intimate Clues Network about the same and Clues Network agrees that it shall, within 48 hours of such

Signature Not Verified

Digitally Signed By: **ARFA 288/2019**
KUMAR
Signing Date: 24.11.2025
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intimation, ensure take-down of the said listing(s)/marketing. Such intimation shall be made by L'Oréal to Clues Network via e-mail on the e-mail ID compliance@shopclues.com and/or via Speed Post/Courier on the address 1404-07, 14th Floor, Tower - B, Unitech Cyber Park, Sector 39, Gurugram, Haryana - 122003. Clues Network agrees that they shall not seek any documentary proof such as test purchase, laboratory report or such similar documents for the purpose of removing/taking down/de-listing the reported URLs by L'Oréal for any of its products. In view of this, L'Oréal agrees that it shall not oppose the prayer of Clues Network with respect to setting aside of the findings of the Ld. Saket District Court (in TM No. 1420/2016) in Para Nos. 11.5 and 11.8 on the intermediary status of Clues Network if so pressed by Clues Network before this Hon'ble Court and if so deemed fit by the Hon'ble Court with regard to the Suit.

2. In addition to taking down the listing/marketing of counterfeits by sellers as mentioned above, Clues Network also agrees to provide to L'Oréal all information pertaining to such seller(s) as available with Clues Network including name, address, contact information and bank details of the seller such as bank account number, name of bank, branch of the bank, IFSC code and KYC details within a week of intimation of the counterfeit listing by L'Oréal.

3. L'Oréal may from time to time (in case such situation arises), provide to Clues Network a list of its trade marks as also of the marks deceptively similar thereto during the course of its ongoing implementation, enforcement, use, operations etc. to assist Clues Network in taking down listings/marketing of products which are counterfeits of and/or infringing upon the proprietary rights of L'Oréal.

4. Clues Network agrees to pay a sum of INR 1,00,000/- (Rupees One Lakh Only) along with 6% interest thereon calculated from 22.12.2018 till the date of disposal of the present appeal to L'Oréal and INR 50,000/- to Bharat Ke Veer Fund as full and final settlement of all claims in the present Appeal. The payment to L'Oréal / its counsels on behalf of L'Oréal under this clause, shall be made in the Court the day the present appeal is disposed of by the Hon'ble Court in terms of this Settlement Agreement.

5. Both parties agree that they shall pray that the appeal be disposed of in terms of this Settlement Agreement. Parties would jointly request the Hon'ble Court that the appeal be allowed to the limited extent of setting aside the findings of the Ld. Trial Court on the intermediary status of Clues Network.



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6. The parties agree that they have executed the present Settlement Agreement by their free will and volition without any force or pressure from anybody. The parties also agree that they have understood the contents of the present Settlement Agreement and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same in future.

7. The parties further agree that the statements made by them in the present Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be proceeded against under the appropriate provisions of law by the aggrieved party including for Contempt of Court.

8. This agreement shall be binding on the Parties and their respective legal representatives, successors and assigns, as well as any affiliates for all purposes.”

4. The Court has perused the settlement agreement and finds them to be valid and executable.

5. Learned Counsel for the parties are also present and they agree, on behalf of their respective clients, to abide by the terms of settlement.

6. As such, the proceedings between the parties, which include the suit as well as the present appeal, shall stand disposed of in terms of the settlement agreement. Nothing further survives for adjudication.

C.HARI SHANKAR, J

OM PRAKASH SHUKLA, J

NOVEMBER 19, 2025/AR