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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 310/2023**

HALDIRAM INDIA PVT LTD

.....Plaintiff

Through: Mr. Neeraj Grover, Mr. Kashish Vij
and Ms. Arpita Mishra, Advocates

versus

S K FOODS AND BEVERAGES & ANR.

.....Defendants

Through: Mr. Manoj Singh and Mr. Abhay
Singh, Advocates for D-1
Mr. Ashok Kumar Jain, Advocate
for D-2

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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27.03.2025

I.A. 16396/2023-By D-1 under Order VII, Rule 10 & 11 CPC

1. Learned counsel for the defendant no.1, in view of the terms of settlement arrived at between the plaintiff and the defendant no.1 recorded in I.A. 8056/2025, seeks liberty of this Court to withdraw the present application.

2. The present application is dismissed as withdrawn.

I.A.8056/2025-(Application filed under Order XXIII Rule 3 read with Section 151 of the CPC)

3. This is a joint application filed on behalf of the plaintiff and the defendant no.1 seeking a consent decree based on the terms of settlement as mentioned in paras 5.1 to 5.5 of the present application and in terms of prayers 54 (a) to (c) of the plaint, which are reproduced as under:

“5.1. The Defendant Nos. 1 admits the Plaintiff to be owner of the trademark(s) HALDIRAM’S, HALDIRAM BHUJIWALA,



and/or for the entire territory of India and abroad except the State of West Bengal inter alia in respect of all kind food item, packed foods, Namkeens, Sweets and/or restaurant service under the common law as well as under the provisions of Trade Marks Act, 1999 by virtue of various registrations including the registrations under No. 285062 & 559875 in Class 30 and various other registrations in various classes detailed in the Plaint.

5.2. The Defendant No. 1 further acknowledges the Plaintiff to be the owner of Copyright under the provisions of the Copyright Act, 1957 in respect of the Original Artistic Work pertaining to



and/or and numerous packaging label(s) under the marks and/or



bearing distinctive get-up, layout, colour combination and arrangements.

5.3. The Defendant No. 1 further undertakes that it shall not directly or indirectly in any manner at any time in future print or reproduce the trade mark (s) HALDIRAM'S, HALDIRAM



BHUJIAWALA, and/or and/or any other mark as may be identical and/or deceptively similar to the mark in respect of any food related goods or articles of its manufacture & sale or do any such act which may constitute infringement of trademarks, copyrights and/or passing off.

5.4 The Defendant No.1 further undertakes that it shall not directly or indirectly in any manner at any time present themselves as being connected with the Plaintiff by using HALDIRAM'S, HALDIRAM



*BHUJIAWALA, and/or
and/or any other mark as may be identical and/or deceptively
similar to the mark in respect of any food related services or email
ids or food delivery services etc. or use such mark in relation to
their packaging material, menu cards, napkins, poly packs, hand
bags, etc. or use the same in any manner whatsoever, as may
amount to the tort of passing off. They further agree that the staff at
their restaurants shall not hereinafter wear any T-shirts/caps etc
with the impression of the marks of the Plaintiff.*

*5.4. The Defendant No. 1 further agrees and undertakes that it shall
sell the pre-packaged merchandise manufactured by the Defendant
No.2, strictly in compliance with Settlement Agreement dated
03.05.2016 executed between the Plaintiff and Defendant No. 2,
terms whereof have been clearly understood by it. The Defendant
No. 1 has clearly understood that Defendant No. 2 does not have
any right for granting any franchise directly or indirectly for
allowing any third party to run any restaurant in the territory of the
Plaintiff i.e entire India except the State of West Bengal under the*



*marks and/or they shall
always abide by the same.*

*5.5. The Defendant No. 1 further undertakes to advertise itself as
authorised distributor of Defendant No.2, on the shelf where the
pre-packaged goods manufactured by Defendant No.1 are being
stored in the outlet of the Defendant No.11 as per the depiction, size
and specification contained in **DOCUMENT -1** annexed herewith.
Further, the Defendant No.1 may also put one additional flex
board/bill board outside its outlet(s) exclusively owned by
Defendant No.1. in the manner, location and specifications of size
as contained in **DOCUMENT-2** annexed herewith. The Defendant
No.1 acknowledges that the present arrangement is a special
concession given to it and is not to be treated as a precedent to
claim the same as a matter of right by the Defendants or any other
third party. It is further agreed that Manohar Lal Agarwal duly
authorized vide Resolution dated 15.12.2022 while the Defendant
No.1 is acting through its Partner, Mr. Tarun Aman Dubey, who is
authorised on behalf of other partners to tender the undertakings on
behalf of the Defendant No. 1 firm.”*



4. The present application is duly supported by affidavits of the authorized representatives of the plaintiff and defendant no.1.

5. Learned counsels of the parties confirm the aforesaid terms of settlement and identify the signatures of their respective clients and pray that the suit be decreed in terms of settlement as mentioned in paras 5.1 to 5.5 of the present application.

6. This Court has perused the aforesaid terms of settlement as recorded *inter se* the plaintiff and defendant no.1 and finds them to be lawful.

7. The plaintiff and defendant no.1 shall remain bound by the aforesaid terms of settlement as mentioned in paras 5.1 to 5.5 of the present application.

8. In view thereof, the present application is allowed and disposed of.
CS(COMM) 310/2023, I.A. 9444/2023-Stay, I.A. 15821/2023-Order XXXIX Rule 2A, CPC

9. The learned counsel appearing for the plaintiff, in view of the terms of settlement arrived at between the plaintiff and the defendant no.1 and as recorded in I.A. 8056/2025, urges this Court to pass the judgement and decree in the present suit in terms of settlement as mentioned in paras 5.1 to 5.5 of the said application qua the defendant no.1 and in terms of prayers 54 (a) to (c) of the plaint, especially, since no reliefs have been sought against the defendant no.2.

10. In view of the aforesaid, nothing survives against defendant no.2 and there is no impediment for this Court to pass a judgment and decree in terms of I.A. 8056/2025.



11. Needless to say, it is clarified that the terms recorded in the aforesaid application i.e. I.A.8056/2025, shall not be binding on the defendant no.2.

12. Accordingly, the present suit is decreed in terms of the settlement recorded hereinabove in para 3 of the application bearing I.A. 8056/2025 *inter-se* the plaintiff and the defendant no.1 and the defendant no.1 is restrained in terms of prayers 54 (a) to (c) of the plaint.

13. At this stage, learned counsel for the plaintiff orally makes a prayer that since the disputes between the plaintiff and defendant no.1 have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

14. This Court is of the view that since the disputes between the plaintiff and defendant no.1 have been amicably settled, on an oral prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is deemed justifiable.

15. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.

16. Decree sheet be drawn up accordingly.

SAURABH BANERJEE, J

MARCH 27, 2025/So