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

+ **CS(COMM) 311/2023 and I.A. 9449/2023**

**PORTRONICS DIGITAL PRIVATE LIMITED .....Plaintiff**

**Through: Ms. Aastha Sood, Advocate.**

**versus**

**PRANSHU DUBEY & ORS.**

**.....Defendants**

**Through: Mr. Saurabh Tyagi, Advocate for D-1 and D-2.**

**Mr. Vikrant N. Goyal, Mr. Nishu, Mr. Nitin Chandra Mishra and Ms. Shivani Yadav, Advocates for D-6.**

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

**20.03.2025**

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1. This suit is preferred on behalf of the Plaintiff seeking the following reliefs:-

*“a. That the Defendants by themselves, their directors, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them be restrained by an order and injunction of this Hon'ble Court from in any manner using the impugned marks and labels described in the present suit or any other mark( s) or label( s) identical with or deceptively similar to the Plaintiffs registered trademarks and labels CS(COMM)-311/2023 described in the present suit and amounting to infringement of Plaintiffs' trademark rights.*

*b. That the Defendants by themselves, their directors, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them be restrained by an order and injunction of this Hon'ble Court from in any manner using the impugned marks and labels described in present suit or any other marks or Labels identical with or deceptively similar to the Plaintiff's Marks and labels described in the present suit or any part thereof so as to pass off their impugned product as and for the product of the Plaintiff;*

*c. That the Defendants by themselves, their directors, owners, servants,*



*subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them be restrained by an order and injunction of this Hon'ble Court from in any manner using the impugned marks and labels described in present suit or any other mark or label identical with or deceptively similar to the Plaintiff's Marks and labels described in the present suit or any part thereof so as to take unfair advantage of and/or cause detriment to the distinctive character and reputation of the Plaintiffs' trademark and from doing any other thing as is likely to cause confusion or deception leading to dilution or tarnishment as those of the Plaintiffs' trademark;*

*d. That the Defendants by themselves, their directors, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them be restrained by an order and injunction of this Hon'ble Court from in any manner using the impugned marks and labels described in present suit or any other marks or labels identical with or deceptively similar to the Plaintiff's Marks and labels described in the present suit or any part thereof and from doing any other thing as is likely to cause confusion or deception leading to dilution or tarnishment as those of the Plaintiffs' trademark;*

*e. That the Defendants by themselves, their directors, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them, be ordered and decreed to deliver up for destruction, to the Plaintiff or their authorized representatives or attorney, all products, labels, cartons, material, boards, goods, things bearing the impugned marks and labels or any other marks and labels identical to or deceptively similar to the Plaintiff's Marks, colour scheme, labels, get up, layout and the trade dress;*

*f. That an order for rendition of accounts of enrichment I benefits illegally earned by the Defendants on account of use of marks identical, deceptively similar to or using the Plaintiffs' trademarks fully described in the suit and a decree for the amount so found be passed in favour of the Plaintiffs;*

*g. That the Defendants be ordered and decreed to pay to the Plaintiff damages quantified at Rs. 2,00,01,000 /-.In the alternative, the Defendant be ordered and decreed to render a true and faithful account of all the profits earned by them by using the impugned mark and/or label and the Defendant be further ordered and decreed to pay to the Plaintiff such amount as may be found due and payable on such accounts being rendered;*

*h. An order for cost of the proceedings;”*

2. During the pendency of the suit, parties were referred for mediation before the Delhi High Court Mediation and Conciliation Centre, where



Plaintiff and Defendants No.1 and 2 have amicably resolved and settled their disputes and a settlement agreement has been executed on 12.02.2025. Learned counsel for the Plaintiff submits that the suit be decreed in terms of the settlement between the parties and Plaintiff does not press any relief against Defendants No.3, 4, 5 and 6.

3. Plaintiff and Defendants No.1 and 2 have amicably settled their *inter se* disputes before the Delhi High Court Mediation and Conciliation Centre. Settlement agreement dated 12.02.2025 incorporating the terms of settlement has been placed on record. Court has perused the terms of settlement and finds the same to be lawful.

4. Accordingly, the suit is decreed against Defendants No.1 and 2 and in favour of the Plaintiff in terms of the settlement. Terms of settlement and the settlement agreement shall form a part of the decree and shall bind the parties thereto. Registry is directed to draw up a Decree Sheet. Since the matter had been settled between the parties, Plaintiff is held entitled to refund of 100% of the Court fee under Section 16 of the Court Fees Act, 1870.

5. Suit stands disposed of along with pending application.

**JYOTI SINGH, J**

**MARCH 20, 2025/YA**