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

+ **CS(COMM) 316/2025**

**ASTRAL LTD**

.....Plaintiff

Through: Mr. Sachin Gupta, Mr. Rohit Pradhan,  
Ms. Prashansa Singh and Mr. Adarsh Aggarwal,  
Advocates.

versus

**GRASIM INDUSTRIES LTD**

.....Defendant

Through: Mr. Ankit Sahni, Mr. Chirag  
Ahluwalia and Mr. Mohit Maru, Advocates.

**CORAM:**

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

**ORDER**

**23.07.2025**

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**I.A. 17276/2025**

1. This is a joint application filed by Plaintiff and Defendant under Order XXIII Rule 3 CPC for recording settlement between them and decreeing the suit in terms thereof. Application is signed by the parties and their respective counsels and is duly supported with the affidavits of the Plaintiff and the Defendant.

2. Plaintiff filed the present suit for permanent injunction restraining infringement of trademark, passing off, copyright, unfair competition, rendition of accounts of profits/damages and delivery up etc., against the Defendant for adopting and using impugned

logo/  ,  for plumbing pipes/fittings, sanitary and bath fittings, water tanks, kitchen essentials etc., broadly defined as building material/infrastructure development services falling under Classes 2, 6, 9, 11, 19, 20, 35 etc.



3. During the pendency of the present suit, parties have arrived at amicable settlement of their *inter se* disputes on the following terms and conditions:-

*“a. The Defendant above named hereby recognize the Plaintiff to be the*

*proprietor of the trade marks / labels*



*thereby having the exclusive right to the use of the said trade marks.*

*b. The Defendant undertakes to adopt and use the label*



*(newly adopted mark) in place of the*



*impugned mark/label and confirms that the impugned mark shall no longer be used in any form whatsoever.*

*c. The Defendant undertakes that the “newly adopted mark” shall be used in its entirety as a composite label, without any isolation of the pyramid*



*device containing in the newly adopted mark as a standalone element on any product, packaging, promotional material, or otherwise, in any manner whatsoever.*

*d. Notwithstanding anything to the contrary contained in the present application, it is expressly agreed between the parties that the Defendant*



*shall be entitled to use the device, as a standalone element or as part of a composite trademark, on any product, packaging, promotional material, or otherwise, in any manner whatsoever.*

*e. Subject to (f), the Defendant undertakes to refrain themselves, their directors, assignees in business, licensees, franchisees, distributors, dealers, stockists, retailers, servants, and agents from manufacturing, selling, offering for sale, advertising, or in any manner dealing, directly or indirectly, in building material / infrastructure development services under*



the impugned mark/label  or under any other mark where the pyramid shape, whether single-shaded, double-shaded, or any variation thereof when used as a standalone element, or in any form that is deceptively similar to the Plaintiff's registered trade marks/ labels



, wherein the



pyramid shape, i.e.,  is one of the most prominent feature of the same;

f. The Defendant undertakes to sell or dispose off all goods, packaging, promotional materials, or any other material bearing the impugned mark/label, whether in its possession or that of its affiliates, within two months from the execution of the present application. The details of the the quantity of existing stocks with manufacturing date is tabulated and is attached herewith as Document 1 . The Defendant further undertakes that it shall not sell any new stocks bearing the impugned mark/label upon exhaustion of the existing stock of all goods, packaging, promotional materials, or any other material bearing the impugned mark/label.

g. The Defendant also undertakes not to oppose or obstruct, directly or indirectly, any application, opposition, rectification or any other proceeding initiated or pursued by the Plaintiff before the Trade Marks



Registry or any other forum, in relation to the mark “” or its variations.

h. Similarly, the Plaintiff also undertakes not to oppose or obstruct, directly or indirectly, any application, opposition, rectification or any other proceeding initiated or pursued by the Defendant before the Trade

Marks Registry or any other forum, in relation to the mark .



i. Further, the Plaintiff hereby recognize the Defendant to be the



proprietor of the trademarks/label

**BIRLA PIVOT, BIRLA PIVOT, BIRLA PIVOT, PIVOT**

, thereby having the exclusive right to the use of the said trademarks.

*j . The Plaintiff undertakes to withdraw the cancellation petitions and oppositions filed against the Defendant's trade mark registrations/applications, as detailed in paragraph 39 of the Plaint, within two weeks from the execution of the present application.*

*k. The aforementioned undertakings have been jointly been tendered by Plaintiff and Defendant namely Astral Ltd. and Grasim Industries Ltd represented by Prakshi Agrawal and Sandeep Komaravelly, respectively, who are also authorized to represent the respective parties in this matter, therefore, the same shall be binding on all the parties, its directors, assignee or business, franchisees, licensees, distributors, dealers and agents for all times to come.*

*l. In view of the undertakings given by the parties and the terms of settlement arrived, the Plaintiffs do not wish to press for relief for costs and damages as prayed for in the Plaint."*

4. Court has perused the terms of settlement and finds the same to be lawful. Settlement between the parties is accepted.

5. Application is allowed and disposed of.

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6. Order sheets indicate that summons were not issued as parties were at advance stage of settlement.

7. Plaint be registered as suit and summons be issued.

8. Summons are accepted by counsel, as above, on behalf of the Defendant.

9. In light of the settlement between the parties, terms of which are extracted in the earlier part of the order, the suit is decreed in respect of prayers 55(a), (b) and (c), since Plaintiff has given up the reliefs for cost and damages. Terms of settlement shall form part of the decree and bind the



parties thereto.

10. Decree sheet be drawn up by the Registry.

11. Suit is disposed of along with pending applications.

12. Since the matter has been settled at an early stage of suit, Plaintiff is held entitled to 100% of the Court fees under Section 16 of the Court Fees Act, 1870.

**JYOTI SINGH, J**

**JULY 23, 2025/shivam**