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

+ **CS(COMM) 329/2024**

BELLE WEARS PRIVATE LIMITED

.....Plaintiff

Through: Mr. Umesh Mishra and Ms.
Yashodhara Raina, Advs

versus

HOBBY GARMENTS PRIVATE LIMITED

.....Defendant

Through: Mr. Rishub Kapoor, Adv

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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01.04.2025

I.A. 8428/2025 (Application filed under Order XXIII Rule 3 read with Section 151 of the CPC)

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (**CPC**) filed on behalf of the plaintiff and the defendant seeking a consent decree based on the terms of settlement as mentioned in para 3 of the present application, which is reproduced as under:-

“3. The following settlement has been arrived at between the parties hereto:-

*a) That the defendant admit and acknowledge that the plaintiff is the original adopter/registered proprietor of the trademark/ Trade dress/ artistic work “**TEENAGER/***



” and other formative marks/label as



mentioned/ referred in para 4 of the plaint in CS (Comm) No. 329/2024 for the goods falling under various Classes as mentioned in the plaint.

b) That the defendant also admit and acknowledge the plaintiffs copyright in the artistic features of the packaging/ labels as mentioned/referred in para 6 of the plaint including their distinctive scripts, positions and placing of features, their respective get ups, lay outs, combination of colours and arrangements of general and descriptive materials in respect of above said goods.

c) The defendant also admit and acknowledge that the plaintiff is prior user of the trademark/label



“TEENAGER/ bearing the copyright/artistic work for the goods falling in class 25&26.

d) That the defendant shall not have any objection with respect to the registration of the said trademarks/ copyrights as well as pending trademark and copyright applications of the plaintiffs in any manner whatsoever.

e). The defendant also undertake not to commit any act of infringement and/ or passing off by the use of the trademark/ label/ artistic work



TEENAGER/ with any suffix or prefix and/or any other mark/name which is identical and/or deceptively similar to the plaintiff's registered trademark/copyright.

f) The defendant undertakes not to use the scripts, positions and placement of any features, get ups, lay outs, combination of colours and arrangement as are or is identical or deceptively similar to the features, get ups, layouts, positions and placement or combination of colours of the plaintiff's pouches/packaging material in respect of and in relation to the products falling in Class 25 & 26.

(g). That defendant undertake that no other application is pending before the Registrar of Trade Marks or any other authority filed by them bearing the trademark/label



“TEENAGER/” with any suffix or prefix and even in future also the defendants shall not file any such application for the registration which may be similar or identical to the plaintiff trademark/ label/ artistic work/ trade dress without first consulting with Plaintiff.

(h) The defendant undertake to recall the marketing, promotional and advertising materials, if any, that bear or incorporate the mark TEENAGER and the infringing



packaging materials within, whenever it is brought to the attention of the defendant.

(i) That the defendant do not have any packaging and any other material bearing the impugned mark or infringing trade dress or copyright. The defendant further undertakes that they will destroy all the impugned packaging, bearing the impugned mark or infringing trade dress or copyright within Thirty days from the date of the execution of the present Settlement Agreement.

(k) The defendant further undertakes to remove impugned mark/packaging/goods from the e-commerce website/social media/online portals, if any, within two weeks from signing of this settlement agreement.

(l) The above-mentioned undertakings have been given by both the parties on their own free will/consent and without any coercion and the same shall be binding on them as well as on their proprietor, partners, CEO, directors, legal heirs/assignee in business, distributors, dealers, stockiest, servants and agents/representatives for all times to come.

(m) The defendant has no objection if a decree of perpetual injunction is passed by this Hon'ble Court in favour of the plaintiff according to the terms and conditions mentioned in the present settlement and as prayed for in paragraph 33 (i)-(iv) of the plaint.

(n) In view of the above undertakings tendered by the defendant before this Hon'ble Court, the plaintiff forgoes their reliefs of rendition of accounts, damages and costs of the proceedings.

(o) The plaintiff and the defendants agree that a decree may be passed in the instant suit being CS (Comm) No. 329/2024 by the Hon'ble Court in terms of this present settlement agreement. The parties understand that in case



the decree so passed by the Hon'ble Court is not complied with or any default is committed by either of the parties, the other party shall be at liberty to execute the said decree against such defaulting party in the Court of Law including any other remedy available under the law.

(p) The Hon'ble Court may consider refund of the Court Fee to the plaintiff in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908.

(q) By signing this Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes have been amicably settled between the parties.

(s) The Settlement Agreement has been read over and explained to the parties in their vernacular by their respective counsels and parties have agreed and understood the same.

(t) The parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

(u) The Defendant further agrees to pay to the Plaintiff, without any demur or protest, a sum of INR 10,00,000/- (Rupees Ten Lakhs only) in the event of the occurrence of any default/breach by the defendant of any condition set forth herein above provided that such breach/default arises out of the act(s) which are directly within the power and control of the Defendant."

2. The present application is duly supported by affidavits of the authorized representatives of the plaintiff and the defendant.

3. Learned counsels of the parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit



be decreed in the aforesaid terms as mentioned in para 3 of the present application.

4. This Court has perused the terms of settlement as recorded *inter-se* the plaintiff and the defendant and finds them to be lawful.

5. In view thereof, the present application is allowed and disposed of.

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6. The learned counsel appearing for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendant, prays that since the dispute *inter se* them have been settled, he would not press for the other applications and prays that the present suit be decreed in the terms of aforesaid settlement as mentioned in para 3 of the aforesaid application.

7. Learned counsel for the plaintiff prays that since the disputes between the parties have been settled amicably in terms of the Settlement Agreement hence the court fees paid by the plaintiff be refunded in terms of *Section 16* of The Court Fees Act, 1870.

8. This Court is of the view that since the disputes between the parties have been amicably settled and in view of the prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is deemed justifiable.

9. 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.

10. Accordingly, the present suit is decreed in terms of the settlement as recorded hereinabove in para 3 of the application bearing no. I.A. 8428/2025.



11. The plaintiff and the defendant shall remain bound by the terms of settlement as recorded hereinabove in para 3 of the application bearing no. I.A. 8428/2025.
12. Registry is directed to draw up Decree sheet accordingly.
13. Needless to mention, the aforesaid terms as mentioned in para 3 of the application bearing no. I.A. 8428/2025, shall form a part of the decree sheet.
14. Accordingly, in view of the above, the present suit, alongwith the pending applications stands disposed of.
15. The date already fixed stands cancelled.

SAURABH BANERJEE, J

APRIL 1, 2025/Ab