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

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+ **C.O. (COMM.IPD-TM) 670/2022**

JANAK SONS KNITWEAR PVT LTD.

.....Petitioner

Through: Mr. Neeraj Grover, Ms. Harshita Chawla, Mr. Angad Deep Singh & Ms. Mohona Sarkar, Advocates.

versus

OSWAL HOSIERY FACTORY AND ANR

.....Respondents

Through: Mr. Balendu Shekhar, CGSC for Respondent No.2.

(5)

+ **C.O. (COMM.IPD-TM) 713/2022**

M/S JANAK SONS KNITWEAR PVT LTD

.....Petitioner

Through: Mr. Neeraj Grover, Ms. Harshita Chawla, Mr. Angad Deep Singh & Ms. Mohona Sarkar, Advocates.

versus

RAJESH JAIN, TRADING AS M/S J.R OSWAL HOSIERY FACTORY AND ANR

.....Respondents

Through: Mr. Balendu Shekhar, CGSC for Respondent No.2.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

21.07.2025

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I.A.-17117/2025 & I.A.-17116/2025

1. These are the joint Applications under Order 23 Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (“CPC”) filed on behalf of the Petitioner and Respondent No.1.
2. It is stated that the Parties have entered into a Settlement Agreement



dated 10.04.2025 whereby the parties have agreed as under:

“1.1. With a view to put a quietus to the dispute and amicably resolve the same, the Second Party herein undertakes/ agrees to record no objection to the entries relating to the trade mark "W "N" C



(LABEL)/ ” bearing under no. 1278045 registered for Class-25 and trade mark "W N C" bearing no. 1617397 registered for Class-25 in the name of Respondent no. 1, being rectified, cancelled and expunged from the Registrar of Trade Marks however, subject to the condition that the Second party shall restrict the actual usage of the said marks only to "Winter wear sweaters knitted on Flat Knitting Machines" and not to any other goods which may be categorized as "Hosiery or Readymade Garments" with respect whereof the subject marks of the Second Party are registered.

1.2. The Second Party assures that it will not file any fresh application for registration of the mark "W "N" C (LABEL)/



” and "W N C" or any other mark similar thereto and further undertakes that it shall never apply for registration of any mark which may be identical or similar to the First Party's trade mark "CN'C" or "COOL N' COMFORT".

1.3. The Second Party undertakes/agrees to withdraw its pending application for registration of the mark "W 'N' C - WARM & COMFORT" bearing no. 3551179 filed in Class 35 within a period of 2 weeks from the date of signing of the present settlement agreement.

1.4. The Second Party hereby further agrees & undertakes that it shall not oppose or challenge the Marks/ Registrations of the First Party, as mentioned in the Recitals above, at present or at any time in the future.”



3. In view of the above, the Parties are directed to be bound by the aforesaid terms as agreed in the Settlement Agreement.
4. In view of the above, the Petitions shall be disposed of in terms of the settlement and while recording the undertaking of the Parties that they will comply with the terms of the settlement as agreed between them.
5. In view of the same, both the Petitions are disposed of with no orders as to costs.

TEJAS KARIA, J

JULY 21, 2025/ 'A'