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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 439/2025**
RASHI SANTOSHI SONI & ANR.Plaintiffs
Through: Mr. Jaspreet Singh Kapur, Mr. Wasim
Ansari & Ms. Shweta, Advocates.

Versus

PRINCE ENTERPRISES THROUGH ITS PROPRIETOR
MR. NIRAJ NIROTTAMSINGH CHAVHANDefendant
Through: Mr. Ashok Goel, Advocate

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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02.12.2025

IA No.30078/2025

1. This is a Joint Application on behalf of the Parties under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 for recording the settlement arrived at between the Parties.

2. The learned Counsel for the Plaintiffs submits that during the pendency of the Suit, the Parties have amicably settled the matter on the following terms and conditions (“**Terms of Settlement**”):

2.1 The Defendant acknowledges that the Plaintiffs are the proprietors and



prior users of the Mark ‘SURYA GOLD’, the logo ‘



packaging / Trade Dress ‘



subsisting Copyright Registration No. A-144300/2023 and Design Registration No.364771 in Class 23-04 in favour of the Plaintiffs.

2.2 The Defendant undertakes not to directly or indirectly manufacture, distribute, market, sell, offer for sale, use, advertise, or otherwise deal in any products bearing the Impugned Mark, 'SURYA GOLD PLUS', the Impugned



Logo/ Label/ packaging i.e.,



and ' or any other Trade Mark, Device, Label/ packaging or Logo that is identical or deceptively similar thereto, including but not limited to Tower Fans or related goods.

2.3 The Plaintiffs have no objection to the Defendant using the packaging and design of Tower Fan printed on it as shown below, subject to the condition



that the Defendant shall not alter, modify, or change any aspect of the agreed packaging including the font, style, writing format, colour combination, get-up, Trade Dress in the future amounting to infringement of Plaintiff's Trade Mark, Copyright or Design:



2.4 The Defendant further undertakes not to apply or cause to be applied for the purpose of sale, the Impugned Design or any other Design covered by the Design Registration No. 364771-001 or any fraudulent or obvious imitation thereof to any articles in Class 23-04 for the purpose of sale, importing of such articles for the purpose of sale, publish or expose or cause to be published or exposed for sale of such articles that may result in Design Infringement.

2.5 The Defendant undertakes to hand over all the Impugned materials bearing the Impugned Mark, 'SURYA GOLD PLUS', the Impugned Logo /



Label/ packaging i.e.,



‘ and ‘ or any other Trade Mark, Device, Label/ packaging or Logo that is identical or deceptively similar thereto, including any other material seized by the Local Commissioner for the purpose of their destruction / erasure at the time of executing the present Settlement Agreement. The Defendant is, however, permitted to procure the Tower Fans from the impugned packaged products and shall be entitled to sell the same in the open market under a different Trade Mark / packaging / Label / Trade Dress / Logo within a period of 15 days from the date of the present settlement, but not thereafter.



2.6 The Defendant has paid a one-time settlement amount of ₹4,00,000/- (Rupees Four lakhs only) to the Plaintiffs as damages by way of Demand Draft No. 084437 dated 27.10.2025 issued by State Bank of India.

2.7 The Defendant agrees that any breach of the above terms will automatically entitle the Plaintiffs to damages as prayed for in the Plaint.

2.8 In lieu of the Defendant's above undertakings and strict compliance thereof, the Plaintiffs agree to give up their prayer for damages, rendition of accounts of profit and costs in the Suit.

2.9 The undertakings aforesaid will be binding on the Parties, including their partners, proprietors, representatives, assignees, licensees, affiliates, legal heirs and successors in right, interest and title in business.

3. The learned Counsel for the Parties state that the Parties have agreed to the Terms of Settlement recorded in Paragraph Nos.2.1 to 2.9 aforesaid and the Suit may be decreed in terms thereof.

4. In view of the above, the present Application stands disposed of.

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5. The Suit is decreed in terms of the Terms of Settlement recorded in Paragraph Nos. 2.1 to 2.9 of the Order passed in IA No.30078/2025. Let Decree Sheet be drawn up accordingly.

6. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.

7. In view of the fact that matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

8. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of



the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

9. The Suit and the pending Applications stand disposed of.

TEJAS KARIA, J

DECEMBER 2, 2025

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