



\$~25

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

+ **CS(COMM) 398/2024 & I.A. 21319/2025**

CASTROL LIMITED

.....Plaintiff

Through: Ms. Urfee Roomi, Ms. Janaki Arun
and Ms. Anuja Chaudhary, Advs.

versus

MOHAN BAJYA

.....Defendant

Through: Mr. Kapil Kumar Giri, Advocate
(Through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

%

29.08.2025

I.A. 21319/2025 (under Order XXIII Rule 3 CPC)

1. The present application has been filed jointly by the parties under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 ('CPC'), seeking disposal of the suit in terms of the Settlement arrived at between the parties.
2. The underlying suit has been filed by the Plaintiff seeking permanent injunction restraining the Defendant from trademark infringement, copyright infringement, passing-off, etc.
3. Learned counsel for the parties state that the Plaintiff and the Defendant decided to settle their dispute amicably and to avoid any further litigation.
- 3.1. They state that suit be decreed in terms of the settlement enlisted at paragraph '2(a)' to '(u)' of the captioned application.
4. Learned counsel for the Plaintiff states that Plaintiff has accepted nominal damages of Rs. 3.5 Lakhs. She states that Defendant has agreed to destroy all the goods seized during the execution of the local commission.
- 4.1. She states that parties have agreed that Defendant can use modified



label set out at paragraph 2 (f) of this agreement. The said paragraph with label is extracted herein:

“(f) The Plaintiff will not object to the Defendant’s use of the below packaging bearing the ACLIVA mark, provided it is used exactly in the manner depicted below.



....”

5. Learned counsel for Defendant states that Defendant undertakes to abide by the terms and conditions set out therein. He states that partial payment towards damages has been paid. He further states that pending payments will be paid within the stipulated time.

6. This Court is satisfied that the compromise between the parties as contained in the captioned application satisfies the requirement of the Order XXIII Rule 3 CPC; the said agreement is lawful and therefore, this Court does not find any impediment in disposing of the underlying suit in terms of



the aforementioned settlement.

7. The statement and undertakings given by the learned counsel for the parties are accepted by this Court and the parties are held bound by the same.

8. Consequently, the captioned suit is hereby decreed in terms of the settlement as recorded in paragraph '2(a)' to '(u)' of the captioned application.

9. The Registry of this Court is directed to prepare a decree in terms of this order. The settlement terms set out in the captioned application shall also form part of the decree.

Refund of Court Fees

10. Learned counsel for the Plaintiff prays for the refund of Court fees.

11. Keeping in view the aforesaid facts, the registry is directed to refund 50% Court Fee in favour of Plaintiff within four (4) weeks. The said direction has been passed having regard to Section 16A of the Court Fees Act, 1870 as amended for National Capital Territory of Delhi.

12. Interim orders, if any, stand merged into the final decree

13. Pending applications, if any, stands disposed of.

14. All future dates stand cancelled.

15. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

AUGUST 29, 2025/hp/sk