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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 445/2025**
HAVELLS INDIA LIMITEDPlaintiff
Through: Ms. Tanya Arora, Mr. Rajit Ghosh and
Ms. Aastha Verma, Advocates.

versus

AMAN VIRMANIDefendant
Through: Mr. Amit Verma and Mr. Surinder
Singh, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
25.09.2025

I.A. 24261/2025

1. This is a joint Application on behalf of the Plaintiff and the Defendant under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The Parties have submitted that during the pendency of the present Suit, the Plaintiff and the Defendant have agreed to amicably resolve and settle the dispute on the Settlement Terms as under:

“i. The Defendant acknowledges and recognizes the statutory and common law rights of the Plaintiff, vesting in the trademarks/logos ‘REO’ and or its derivatives/formatives;

ii. The Defendant undertakes that he shall not object or challenge the rights of the Plaintiff vesting in the trademarks/logos ‘REO’ and or its derivatives/formatives, in any manner whatsoever.

iii. The Defendant unconditionally agrees that he by himself, his C&F Agents, dealers, distributors, retailers, representatives, agents, assignees or anyone acting on his behalf, shall refrain from



manufacturing, marketing, selling (including on online platforms) any product, including electrical goods, bearing the impugned



trademark- 'RIO' /  /  , or any other Mark or name which is identical/deceptively similar to the Marks registered in favour of the Plaintiff;

iv. The Defendant agrees to destroy all the impugned products, including but not limited to the those seized by the court appointed Local Commissioner vide order dated 15.05.2025, as well as the brochures, pamphlets, price list and any other material bearing



impugned trademark- 'RIO' /  /  , (if any) within a period of ten (10) days from the date of execution of the present Application. However, it has been agreed by the Defendant that the said exercise of destroying the infringing products shall be conducted in presence of the representatives of the Plaintiff;

v. The Defendant agrees that he shall withdraw his Trademark Application bearing no. '5774240' dated 21.01.2023 pertaining to the



mark '  ', within a period of ten (10) days from the date of execution of the present application;

vi. Given the fact that the Defendant is terminal illness and lacks financial resources, the Plaintiff agrees to waive all claims qua costs and damages against the Defendant. This concession, however, is limited to the specific circumstances of this case and shall not be deemed to establish a precedent.

vii. In light of the above terms, agreed upon between the Parties, the suit be decreed. However, it has been agreed between the parties that in case of any breach of the said terms by the Defendant, the Defendant shall be liable to pay damages to the Plaintiff as prayed in the suit."

3. In view of the above, the Parties have requested that the Suit may be decreed in terms of the aforesaid Settlement Terms agreed between them.



4. Accordingly, the Parties are directed to comply with the Settlement Terms as agreed between them. The Suit is decreed in terms of the Settlement Terms agreed between the Parties. Let the Decree Sheet be drawn accordingly.
5. The Suit is disposed of in the above terms.
6. The next dates before the Court and before the learned Joint Registrar stand cancelled.
7. 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.
8. In view of the fact that the 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.
9. 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.

TEJAS KARIA, J

SEPTEMBER 25, 2025

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