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

+ **CS(COMM) 479/2021**

CERVECERIA MODELO DEMEXICO S DE R L DE CV

& ORS.Plaintiffs

Through: **Mr.Shantanu Sahay & Ms.Vareesha
Irfan, Advs.**

versus

THE ORIGIN VENTURES & ORS.Defendants

Through: **Ms. Shambhavi, Adv.**

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

% **02.04.2025**

**I.A. 8152/2025-(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 plaintiffs and the defendants, seeking a consent decree based on the terms of settlement as mentioned in paragraph 1(a) to 1(g) of the present application, contents whereof are reproduced as under:-

"a. The Defendants acknowledge all rights, title, interest and goodwill

in the trade marks "Budweiser" / "  " / "Corona" / "  " and all marks, including variants thereof, in present or in future, belong exclusively to the Plaintiffs.

b. The Defendants acknowledge that Defendants have violated the statutory and common law rights vested in Plaintiffs' "Budweiser" / "Corona" marks, by their infringing and disparaging acts.



c. The Defendants undertake not to conduct any business and/or offer any services or goods, now or in the future, depicting Plaintiff No. 1's

logo “” as “”, Plaintiff No. 2's logo “” as “” and Plaintiff No. 2's BUDWEISER label “



” as “” or any other trademark / name / logo, in India or in any other country across the world in respect of any goods or services, allied and cognate to the goods and services as that of the Plaintiffs, which is identical or similar to, or consists of or contains a designation identical or similar to, the Plaintiffs' “Budweiser”/ “

”/“Corona”/ “” trade marks in any manner whatsoever.

d. The Defendants further undertake not to infringe the Plaintiffs'

“Budweiser”/””/“Corona”/ “” trade marks, or any deceptively similar mark as and/ or in relation to the products manufactured and sold by the Defendants or any other business, in which the Defendants have a direct or indirect interest, or in any other manner, whatsoever. The Defendants further undertake not to use or cause any commercial disparagement of the trade mark “Budweiser” /

“”/“Corona”/ “” with respect to any goods or services being sold or offered by any entity controlled and managed by the Defendants or any person authorized by the Defendants or any other company in any manner whatsoever.

e. The Defendants agree and undertake not to apply for registration of

“”/“”/ “” *” or any mark similar thereto in respect of any goods and/ or services and in any other manner whatsoever, including but not limited to trademark registrations, company name registrations, trade name registrations,



social media accounts and domain name registrations.

f. The Defendants agree and undertake that they have ceased manufacturing, using, selling, exporting, importing, offering for sale, distributing, advertising, directly or indirectly, dealing and removed all the infringing the products, services, packaging, labels which formed the subject matter of the present suit bearing CS(Comm) 479 of 2021.

g. The Defendants agree and undertake to pay INR 3,50,000 (Rupees Three Lakhs and Fifty Thousand only) to the Plaintiffs towards damages and legal costs incurred by the Plaintiffs and the demand draft for the same shall be duly handed over to the Counsels for the Plaintiffs in Court at the time of disposal of the Application in full and final settlement of all claims and liabilities pertaining to the present suit.”

2. The present application is duly supported by affidavits of the authorised representatives of the plaintiff and the defendant.
3. Learned counsel for the defendants has handed over a Demand Draft bearing No. 413363 dated 26.03.2025 drawn on Indian Overseas Bank, New Delhi of Rs.3,50,000/-in favour of A B Inbev India Ltd. ABI, in compliance of one of the terms mentioned in paragraph 1(g) of the present application. Learned counsel for the plaintiff confirms that the same is in consonance thereof.
4. Learned counsel for 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 paragraph 1(a) to 1(g) of the present application.
5. This Court has perused the terms of settlement as recorded *inter-se* the plaintiffs and the defendants, and finds them to be lawful.
6. In view thereof, the present application is allowed and disposed of.



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7. The learned counsel appearing for the plaintiffs, in view of the settlement entered *inter-se* the plaintiffs and the defendants, submits that since the dispute *inter-se* them have been settled, he would not press for the other applications and, thus, prays that the present suit be decreed in the terms of aforesaid settlement, as mentioned in paragraph 1(a) to 1(g) of the aforesaid application.

8. Accordingly, the present suit is decreed in terms of the settlement as recorded hereinabove in paragraph 1(a) to 1(g) of the application bearing no. I.A. 8152/2025.

9. The plaintiffs and the defendants shall remain bound by the terms of settlement as recorded hereinabove in paragraph 1(a) to 1(g) of the aforesaid application.

10. Registry is directed to draw up Decree sheet accordingly.

11. Needless to mention, the aforesaid terms as mentioned in paragraph 1(a) to 1(g) of I.A. 8152/2025, shall form a part of the Decree Sheet.

12. Accordingly, in view of the above, the present suit, alongwith the pending application stands disposed of.

SAURABH BANERJEE, J.

APRIL 2, 2025/R