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

+ W.P.(C)-IPD 61/2021

AYUR UNITED CARE LLP

.....Petitioner

Through: Mr. P.C. Arya, Mr. Udit Gupta,
Advocates (M:9911299869)

versus

UNION OF INDIA & ANR.

.....Respondents

Through: Mr. Satya Ranjan Swain, SPC for
UI (M:8860189238)
Mr. Ajay Sahni, Mr. Chirag
Ahluwalia, Mr. Mohit Maru,
Advocates for R-2 (M:9369857033)

31

+ W.P.(C)-IPD 75/2021

THREE N-PRODUCT PVT. LTD.

.....Petitioner

Through: Mr. P.C. Arya, Mr. Udit Gupta,
Advocates (M:9911299869)

versus

UNION OF INDIA & ANR.

.....Respondents

Through: Mr. Ajay Sahni, Mr. Chirag
Ahluwalia, Mr. Mohit Maru,
Advocates for R-2 (M:9369857033)

38

+ W.P.(C)-IPD 98/2021

THREE N-PRODUCT

.....Petitioner

Through: Mr. P.C. Arya, Mr. Udit Gupta,
Advocates (M:9911299869)

versus

UNION OF INDIA & ANR.

.....Respondents

Through: Mr. Ajay Sahni, Mr. Chirag
Ahluwalia, Mr. Mohit Maru,
Advocates for R-2 (M:9369857033)



CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
25.02.2025

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1. Settlement Agreement dated 18th February, 2025 has been received, by which the parties have settled their disputes.
2. The present writ petitions were referred to Delhi High Court Mediation and Conciliation Centre *vide* order dated 19th November, 2024. The parties have successfully negotiated a settlement and have entered into a Settlement Agreement dated 18th February, 2025.
3. Learned counsels appearing for both the parties refer to the settlement agreement and confirm the terms of the settlement. They further submit that the present petitions can be disposed of in terms of the settlement.
4. This Court has perused the terms of the settlement and finds the same to be lawful.
5. In terms of the settlement, respondent no. 2 has acknowledged that the petitioner is the owner of the trade mark “AYUR” and its derivatives, including, variations in the mark with respect to goods pertaining to relevant Classes, wherein, the petitioner is the registered proprietor.
6. The terms of the said Settlement Agreement, reads as under:

“1. That the Respondent No. 2 acknowledges that the Petitioner is the owner of the trade mark “AYUR” and its derivatives including variations in the mark with respect to goods pertaining relevant classes wherein the Petitioner is the registered proprietor or applicant before the Registrar of Trademarks as on date and such trademarks are/have been in actual use.

2. Save as specifically mentioned herein and in ANNEXURE-D, the Respondent No. 2 will not use any mark which is stand alone “AYUR” per se or any other mark deceptively similar to “AYUR” or trading style of “AYUR” including device mark or will not use word “AYUR”



as prefix or suffix or in conjunction with any other word or number or logo.

3. The Petitioner accepts that the Respondent No. 2 will use the marks “AYURVET, AYUVET, AYUMIN, AYUPET”. Wherein Respondent No.2 undertakes that no special prominence will be given to the word AYUR and undertakes that no exclusive right shall be claimed on the word “AYUR” per se or dominant representation of “AYUR” in the mark “AYURVET”.

4. The use and registration of trade marks of the Respondent No. 2 for the marks comprising of AYUR/AYU as stated above, shall only be with respect to Veterinary, Dietetic foods and substances and, Dietary Supplements for animals only, Food Stuff for animals and, other allied products for animals, falling in class 5, 10 and class 31, besides for the related services/classes.

5. The Petitioner shall withdraw the present oppositions (as per ANNEXURE-D) against Respondent No. 2 within 30 days from the date of execution of this Agreement, and shall not file opposition or rectification proceedings against any such marks of Respondent No. 2 in future.

6. The Respondent No. 2 shall withdraw Opposition to registration of trade mark “AYUR (Device)” under Application No. 2589774 in Class-3, within 30 days from the date of execution of this Agreement and shall not file opposition or rectification proceedings against such mark of the Petitioner, in future.

7. The Respondent No.2 shall not oppose or challenge the trademark applications or registrations of the Petitioner bearing the mark “AYUR” including variations and device marks.

8. That both the parties agree that they shall maintain their distinct script/ writing style/presentation while using the above marks.

9. In view of the settlement arrived at between the Petitioner and the Respondent No. 2, the present petitions being W.P.(C)-IPD Nos. 98, 75, 61 all of 2021 shall become infructuous and the Petitioner undertakes to withdraw the same at the earliest.

10. The Parties undertake that neither they, nor their successors or assigns etc. shall raise any dispute of any nature with respect to this Settlement Agreement after its execution.



11. The Parties have entered into this Settlement Agreement of their own free will and consent, and the present Agreement is free from any undue influence, coercion, misrepresentation, or duress.

12. The Parties have arrived at this Settlement Agreement voluntarily.

xxx xxx xxx”

7. Accordingly, it is held that both the parties shall remain bound by the Settlement Agreement dated 18th February, 2025, and shall abide by the terms and conditions, set out hereinabove.

8. Noting the Settlement Agreement between the parties, the present writ petitions, are accordingly disposed of.

FEBRUARY 25, 2025

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MINI PUSHKARNA, J