



\$~20

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 614/2022 & CRL.M.A. 10836/2024, I.A. 6943/2024,
I.A. 43704/2024
MR SANJAY ARORAPlaintiff

Through: Mr. Rishabh Gupta, Advocate
(through VC)

versus

JASMERDefendant
Through: Mr. Harish Kumar, Advocate
(through VC)

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

% **ORDER**
03.03.2025

1. A Settlement Agreement dated 29th January, 2025, has been received from the Delhi High Court Mediation and Conciliation Centre.
2. The present suit has been filed by the plaintiff seeking various reliefs with respect to the infringement of the trademark of the plaintiff and passing off, etc.
3. It is noted that *vide* order dated 24th April, 2024, this Court restrained

the defendant from using the plaintiff's TIGER mark, i.e.,





or the impugned mark 'TIGER KISSAN PIPE', i.e., or any other mark identical or deceptively similar to that of the plaintiff's registered 'TIGER' mark, either as a wordmark or part of logo/device, part of trade dress, domain name, promotional campaign and promotion.

4. The parties were referred to Delhi High Court Mediation and Conciliation Centre, *vide* order dated 23rd October, 2024, wherein, after comprehensive mediation sessions, the parties have entered into a Settlement Agreement dated 29th January, 2025.

5. Learned counsels appearing for both the parties confirm the terms of the Settlement, and submit that the suit be decreed, in terms thereof.

6. This Court has perused the terms of the settlement and finds the same to be lawful.

7. As per the settlement, the defendant acknowledges and recognizes



that the plaintiff is the proprietor of the TIGER mark, i.e., and of the copyright which subsist in the art work of the TIGER mark and undertakes not to challenge the validity of the same before any court of law and/or forum.

8. In terms of the settlement, the defendant has agreed to pay an amount of ₹ 9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only) to the plaintiff, as



per the timelines, stated therein.

9. Learned counsel appearing for the defendant submits that the timelines for making the payment, as given in the Settlement Agreement, shall be adhered to.

10. The aforesaid statement is recorded and the defendant is held bound by the said statement and terms of the settlement, thereof.

11. Accordingly, it is directed that the defendant shall make payment to the plaintiff in terms of the timelines set forth in the Settlement Agreement.

12. In view of the above, the suit is decreed in favour of the plaintiff and against the defendant in terms of the Settlement Agreement, which shall form part of the decree, and in terms of Para 45 (A) of the plaint.

13. Let decree sheet be drawn up,

14. In view of the fact that the parties have entered into a settlement, the Registry of this Court is directed to issue a certificate of Refund of Full Court Fees in favour of the plaintiff.

15. The present suit, along with the pending applications, accordingly stands disposed of.

MINI PUSHKARNA, J

MARCH 3, 2025

ak