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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 507/2024, I.A. 31406/2024, I.A. 39632/2024 & I.A. 39981/2024

RADICO KHAITAN LTD

.....Plaintiff

Through: Mr. Anirudh Bakhru, Ms. Ishani Chandra, Ms. Srijan Uppal, Mr. Abhishek Bhati, Advs.

versus

SUPERIOR INDUSTRIES LTD

.....Defendant

Through: Mr. Mithilesh Kumar Pandey and Mr. Rahul Pandey, Advs.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **29.07.2025**

1. The present suit has been filed for permanent injunction restraining infringement of trademark, passing off, dilution, delivery up, rendition of accounts, damages, unfair competition, etc. under Section 29, 27(2) and Section 135 of the Trade Marks Act, 1999 ('Act of 1999').
2. This Court vide order dated 06.11.2024 recorded the submission of the parties that the matter be referred to mediation, and the parties were subsequently referred to mediation at the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre'). The mediation has resulted in successful settlement of disputes.
3. Settlement Agreement dated 26.03.2025 executed between the parties has been received from the Registry.
4. Learned counsel for the parties' state that the disputes have been amicably resolved vide Settlement Agreement dated 26.03.2025 executed before the Delhi High Court Mediation and Conciliation Centre.
5. Learned counsel for the Defendant states that the affidavit dated



29.04.2025 in compliance of terms of Clause ‘10’ and ‘11’ of the Settlement Agreement dated 26.03.2025 affirming the destruction of unused products dated 29.04.2025 has been placed on record.

5.1. He states that the trademark application has also been withdrawn and the letter of withdrawal is filed at Annexure ‘A-4’ of the affidavit dated 29.04.2025. He states that in pursuance to the aforesaid application for withdrawal, the trademark application stands withdrawn and this is duly reflected on the website of the register maintained by the Registrar of Trademarks.

6. Learned counsel for the Plaintiff states that in view of the Settlement Agreement dated 26.03.2025 and the affidavit of compliance dated 29.04.2025, the suit may be decreed in terms of the Settlement Agreement dated 26.03.2025.

7. This Court has heard the learned counsels of the parties and perused the Settlement Agreement dated 26.03.2025.

8. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with Section 89 of the CPC has observed that the settlement agreement will have to be placed before the Court for recording it and for disposing of the suit in terms of the settlement, the Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

9. This Court has perused the terms of the settlement agreement dated 26.03.2025 and is satisfied that it satisfies the requirements of Order XXXIII Rule 3 CPC. The compromise contained in the said settlement agreement is

¹ (2010) 8 SCC 24



lawful and therefore, there is no impediment in decreeing the suit in terms of the Settlement Agreement dated 26.03.2025.

10. The statements and undertakings given by the parties are accepted by this Court and the party are held bound by the same.

11. Consequently, the captioned suit is hereby decreed in terms of the Settlement Agreement dated 26.03.2025.

12. The Registry of this Court is directed to prepare a decree in terms of this order and it is directed that the Settlement Agreement dated 26.03.2025 shall form part of the said decree.

13. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of Plaintiff within six (6) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870, and the judgment of the Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors²**.

14. Pending applications are disposed of.

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

16. 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

JULY 29, 2025/msh

² (2021) 3 SCC 560.