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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 653/2022**

FILMTEC CORPORATION & ANR.Plaintiff

Through: Ms. Aastha Kakkar, Advocate.

Versus

ANIL KUMAR ASHOK BHAIVASWANI OWNER
AT MESSRS JAL BLUE IMPEX & ORS.Defendants

Through: Ms. Karuna Chhatwal, Advocate for
D-1 to D-3.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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05.12.2025

I.A. No. 30472/2025

1. This is a joint Application filed on behalf of the Plaintiffs and Defendant No. 1 under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (“CPC”).

2. The learned Counsel for the Plaintiffs and the learned Counsel for Defendant No. 1 submit that during the pendency of the present Suit, the Plaintiffs and Defendant No. 1 have amicably arrived at a Settlement on the following Terms:

“A. The Defendant No. 1 acknowledges the Plaintiffs to be the owner and lawful proprietor of the trademarks **FILMTEC®**,

FilmTec

DUPONT

, **DUPONT** and **DUPONT OVAL LOGO/**

® formative marks as well as its associated trade names/ labels/ logo/ trade dress/ packaging/ domain names. The Defendant No. 1 also acknowledges the Plaintiffs to be the owner and lawful proprietor of the copyrights in the artistic works in the Plaintiffs’ packaging and logos. The Defendant No. 1 further undertakes to this Hon'ble Court that Defendant No. 1 shall not challenge the aforesaid trademarks and copyrights of the Plaintiffs, either directly or indirectly, at any time in the future, before any Hon'ble Court, Tribunal, and/or



Statutory Body, on any ground(s) whatsoever;

B. The Defendant No. 1 further acknowledges the intellectual property rights, fame, and reputation of the Plaintiffs in its earlier trademarks FILMTEC®, , DUPONT and DUPONT

OVAL LOGO /  ® formative marks, and trade dress/packaging associated with the Plaintiffs' products. The Defendant No. 1 undertakes to this Hon'ble Court to refrain from doing such acts in future which would amount to infringement of the Plaintiffs' registered trade marks and copyrights;

C. The Defendant No. 1 affirms that the Defendant No. 1 will refrain from manufacturing or authorizing the manufacture, importing, selling, offering for sale, marketing, exporting, retailing, supplying, distributing, exhibiting, advertising, promoting, displaying, dealing in and / or using, in any manner whatsoever, the counterfeit/ impugned products or any other product bearing the Plaintiffs' earlier trade marks FILMTEC®, , DUPONT

and DUPONT OVAL LOGO/  ® formative marks or using and/or applying any other mark or logo which is identical or deceptively and confusingly similar to the Plaintiffs' earlier trade marks, either as a trade mark or part of a trade mark, or as a logo/ label/ trade dress or part of a logo/ label/ trade dress, or in any other manner whatsoever, in relation to any goods or services, or in relation to any promotional, marketing or advertising material or any other material used or intended to be used for labelling or packaging or for advertising any goods or services;

D. The Defendant No. 1 affirms that the Defendant No. 1 will refrain from reproducing, imitating, copying, adopting, using and/or exploiting the original work of the Plaintiff No. 2 including the said Plaintiffs' DUPONT OVAL logo, as mentioned in Paragraph No. 12 of the Plaint, and/or any other copyrighted material of the said Plaintiffs, by the Defendants in relation the impugned products, or in any other manner whatsoever;

E. The Defendant No. 1 affirms that the Defendant No.1 will refrain from using, exhibiting, advertising, promoting, displaying, using and/or dealing in any manner whatsoever, the Plaintiffs' earlier



trade marks in relation to the counterfeit / impugned products, as mentioned in Paragraph No. 58 of the Plaint, or in relation to any other product or services or any other use whatsoever, in relation to any goods or services, or in relation to any packaging, labelling, promotional, marketing or advertising material etc. or any other material used or intended to be used for labelling or packaging or for advertising any goods or services;

F. The Defendant No. 1 affirms that the Defendant No.1 will refrain from using, or attempting to use, or asserting any right to use, or claiming proprietorship, or applying to register any mark or logo which is identical or deceptively and confusingly similar to the Plaintiffs' earlier trade marks.

G. The Defendant No. 1 affirms that the Defendant No.1 has already stopped trading whether directly or indirectly in all finished and/or unfinished counterfeit products and/or any packaging, labelling, marketing, promotional and advertising materials and/or any other goods or materials whatsoever, bearing the Plaintiffs' earlier trade marks or any other mark or logo which is identical or deceptively and confusingly similar to the Plaintiffs' earlier trade mark, from the physical and online marketplace;

H. The Defendant No. 1 affirms before this Hon'ble Court that the Defendant No. 1 has disclosed all information pertaining to the manufacture/ procurement/ sale of the counterfeit products under the marks FILMTEC®, , DUPONT and DUPONT OVAL

LOGO/  ® and/or the trade dress of the Plaintiffs, and undertakes to cooperate with the Plaintiffs in identifying the source of the counterfeit products of the Plaintiffs in the future to the best of its ability. In case it is found by the Plaintiffs in the future that the Defendant No. 1 has participated in any other transaction pertaining to the procurement/ purchase/ manufacture/ import/ export or sale of the aforementioned counterfeit products which has not been disclosed to the Plaintiffs as on the date of this application, the Plaintiffs reserves its right to take further action against the Defendant No. 1 under law;

I. The Defendant No.1 hereby agrees and undertakes that all



goods, packaging material, labels, promotional materials, and/or any other counterfeit/ infringing articles bearing the Plaintiffs' registered trademarks and/or any deceptively similar marks, which were seized from the Defendant No.1's premises during the local commission proceedings conducted on September 28, 2022 and which are currently in the custody of the Plaintiffs, may be destroyed by the Plaintiffs at their own cost, without any further notice or reference to the Defendant No.1. The Defendant No.1 confirms that it has no objection to such destruction and waives any and all claims or rights in respect of the said goods.

J. The Defendant No. 1 undertakes to pay to the Plaintiffs a sum of INR 3,50,000/- (Rupees Three Lakh Fifty Thousand Only) as litigation costs and the same has already been paid, vide cheque/ NEFT/RTGS. A proof of said payment to the Plaintiffs is annexed herewith as Document-A.

K. The Defendant No. 1 agrees that, in the event of a breach of any term of the present Settlement Application, as outlined herein, the Plaintiffs shall be at liberty to initiate any and all appropriate actions. The Plaintiffs will also be entitled to claim damages, including liquidated damages, from the Defendant No. 1. This is without prejudice to any other claims the Plaintiffs may have against Defendant No. 1 under the law, including, but not limited to, filing a petition for contempt;

L. The Defendant No. 1 undertakes to comply with and suffer a decree of permanent and mandatory injunction in accordance with the terms of the settlement described above;

M. In view of the above undertakings given by the Defendant No. 1 to this Hon'ble Court, the Plaintiffs agree to forego the claim for damages in the present suit;"

3. The learned Counsel for Defendant No. 1 has made a payment of ₹3,50,000/- as litigation cost and the same has already been credited in the account of Plaintiffs' Indian Subsidiary, *DDP Speciality Products India Private Limited*, Account No. 006276745001 through RTGS.

4. The learned Counsel for the Plaintiff confirms that the Plaintiffs have



received the said amount.

5. Accordingly, clause J of the Settlement Terms stands complied with.

6. In view of the above, the Plaintiffs and Defendant No. 1 pray that the Suit be decreed in favour of the Plaintiffs and against Defendant No. 1 in terms of the above Terms of Settlement.

7. The Plaintiffs and Defendant No. 1 are directed to be bound by the Terms of the Settlement and the Suit is decreed qua Defendant No. 1 in the aforesaid terms.

8. The Application stands disposed of.

I.A. No. 30473/2025

9. This is a joint Application filed on behalf of the Plaintiffs and Defendant Nos. 2 and 3 under Order XXIII Rule 3 read with Section 151 of the CPC.

10. The learned Counsel for the Plaintiffs and the learned Counsel for Defendant Nos. 2 and 3 submit that during the pendency of the present Suit, the Plaintiffs and Defendant Nos. 2 and 3 have amicably arrived at a Settlement on the following Terms:

“A. The Defendant Nos. 2 and 3 acknowledges the Plaintiffs to be the owner and lawful proprietor of the trademarks FILMTEC®,

FilmTec

, DUPONT and DUPONT OVAL LOGO/

DUPONT

® formative marks as well as its associated trade names/ labels/ logo/ trade dress/ packaging/ domain names. The Defendant Nos. 2 and 3 also acknowledge the Plaintiffs to be the owner and lawful proprietor of the copyrights in the artistic works in the Plaintiffs’ packaging and logos. The Defendant Nos. 2 and 3 further undertakes to this Hon’ble Court that Defendant Nos. 2 and 3 shall not challenge the aforesaid trademarks and copyrights of the Plaintiffs, either directly or indirectly, at any time in the future, before any Hon’ble Court, Tribunal, and/or Statutory Body, on any ground(s) whatsoever;



B. The Defendant Nos. 2 and 3 further acknowledge the intellectual property rights, fame, and reputation of the Plaintiffs in its earlier trademarks FILMTEC®, **FilmTec**, DUPONT and

DUPONT OVAL LOGO /  ® formative marks, and trade dress/packaging associated with the Plaintiffs' products. The Defendant Nos. 2 and 3 undertake to this Hon'ble Court to refrain from doing such acts in future which would amount to infringement of the Plaintiffs' registered trade marks and copyrights;

C. The Defendant Nos. 2 and 3 affirm that they will refrain from manufacturing or authorizing the manufacture, importing, selling, offering for sale, marketing, exporting, retailing, supplying, distributing, exhibiting, advertising, promoting, displaying, dealing in and / or using, in any manner whatsoever, the counterfeit/ impugned products or any other product bearing the Plaintiffs' earlier trade marks FILMTEC®, **FilmTec**, DUPONT and

DUPONT OVAL LOGO/  ® formative marks or using and/or applying any other mark or logo which is identical or deceptively and confusingly similar to the Plaintiffs' earlier trade marks, either as a trade mark or part of a trade mark, or as a logo/ label/ trade dress or part of a logo/ label/ trade dress, or in any other manner whatsoever, in relation to any goods or services, or in relation to any promotional, marketing or advertising material or any other material used or intended to be used for labelling or packaging or for advertising any goods or services;

D. The Defendant Nos. 2 and 3 affirm that they will refrain from reproducing, imitating, copying, adopting, using and/or exploiting the original work of the Plaintiff No. 2 including the said Plaintiffs' DUPONT OVAL logo, as mentioned in Paragraph No. 12 of the Plaint, and/or any other copyrighted material of the said Plaintiffs, by the Defendants in relation the impugned products, or in any other manner whatsoever;

E. The Defendant Nos. 2 and 3 affirm that they will refrain from using, exhibiting, advertising, promoting, displaying, using and/or dealing in any manner whatsoever, the Plaintiffs' earlier trade marks in relation to the counterfeit / impugned products, as mentioned in



Paragraph No. 58 of the Complaint, or in relation to any other product or services or any other use whatsoever, in relation to any goods or services, or in relation to any packaging, labelling, promotional, marketing or advertising material etc. or any other material used or intended to be used for labelling or packaging or for advertising any goods or services;

F. The Defendant Nos. 2 and 3 affirm that they will refrain from using, or attempting to use, or asserting any right to use, or claiming proprietorship, or applying to register any mark or logo which is identical or deceptively and confusingly similar to the Plaintiffs' earlier trade marks.

G. The Defendant Nos. 2 and 3 affirm that they have already stopped trading whether directly or indirectly in all finished and/or unfinished counterfeit products and/or any packaging, labelling, marketing, promotional and advertising materials and/or any other goods or materials whatsoever, bearing the Plaintiffs' earlier trade marks or any other mark or logo which is identical or deceptively and confusingly similar to the Plaintiffs' earlier trade mark, from the physical and online marketplace;

H. The Defendant Nos. 2 and 3 affirm before this Hon'ble Court that they have disclosed all information pertaining to the manufacture/ procurement/ sale of the counterfeit products under the marks FILMTEC®, , DUPONT and DUPONT OVAL

LOGO/  ® and/or the trade dress of the Plaintiffs, and undertake to cooperate with the Plaintiffs in identifying the source of the counterfeit products of the Plaintiffs in the future to the best of its ability. In case it is found by the Plaintiffs in the future that the Nos. 2 and 3 have participated in any other transaction pertaining to the procurement/ purchase/ manufacture/ import/ export or sale of the aforementioned counterfeit products which has not been disclosed to the Plaintiffs as on the date of this application, the Plaintiffs reserves its right to take further action against the Defendant Nos. 2 and 3 under law;

I. The Defendant Nos. 2 and 3 hereby agree and undertake that all goods, packaging material, labels, promotional materials, and/or



any other counterfeit/ infringing articles bearing the Plaintiffs' registered trademarks and/or any deceptively similar marks, which were seized from the Defendant Nos. 2 and 3's premises during the local commission proceedings conducted on September 28, 2022 and which are currently in the custody of the Plaintiffs, may be destroyed by the Plaintiffs at their own cost, without any further notice or reference to the Defendant Nos. 2 and 3. The Defendant Nos. 2 and 3 confirms that it has no objection to such destruction and waives any and all claims or rights in respect of the said goods.

J. The Defendant Nos. 2 and 3 agree that, in the event of a breach of any term of the present Settlement Application, as outlined herein, the Plaintiffs shall be at liberty to initiate any and all appropriate actions. The Plaintiffs will also be entitled to claim damages, including liquidated damages, from the Defendant Nos. 2 and 3. This is without prejudice to any other claims the Plaintiffs may have against Defendant Nos. 2 and 3 under the law, including, but not limited to , filing a petition for contempt;

K. The Defendant Nos. 2 and 3 undertake to comply with and suffer a decree of permanent and mandatory injunction in accordance with the terms of the settlement described above;

L. In view of the above undertakings given by the Defendant Nos. 2 and 3 to this Hon'ble Court, the Plaintiffs agree to forego the claim for damages in the present suit;"

11. In view of the above, the Plaintiffs and Defendant Nos. 2 and 3 pray that the Suit be decreed in favour of the Plaintiffs and against Defendant Nos. 2 and 3 in terms of the above Terms of Settlement.

12. The Plaintiffs and Defendant Nos. 2 and 3 are directed to be bound by the Terms of the Settlement.

13. The Application stands disposed of.

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14. In view of the Order passed in I.A. Nos. 30472/2025 and 30473/2025, the present Suit is decreed in terms of the Settlement Terms arrived at between



the Plaintiffs and Defendant Nos. 1, 2 and 3 as mentioned above in the Order.
Let the Decree Sheet be drawn up accordingly.

15. The Suit and all the pending Applications are disposed of in the above terms.

16. The next date before the Joint Registrar stands cancelled.

TEJAS KARIA, J

DECEMBER 5, 2025

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