



\$~32

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 579/2025, I.A. 14241/2025, I.A. 14242/2025, I.A. 14244/2025**

DARZI (INDIA) LLP & ANR.

.....Plaintiffs

Through: Ms. Apurva Bhutani, Mr. Naqeeb Nawab and Ms. Sejal Tayal, Advocates.

versus

KIRTI DHAMIJA

.....Defendant

Through: Ms. Karuna Bajaj, Advocate.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

03.09.2025

%

1. Pursuant to the order dated 07.08.2025, a copy of the Compliance Affidavit filed by the Defendant is placed on record. As per the said Compliance Affidavit dated 01.08.2025, the Defendant has undertaken that the Defendant has no right, title or interest whatsoever in any of the Trade Marks belonging to the Plaintiff. The Defendant has further undertaken not to use, directly or indirectly, any Mark that is identical with and / or deceptively similar to the Plaintiff's Mark 'DARZI'. The Defendant has also undertaken not to use the name 'Farzi Darzi' in any manner whatsoever, either directly or indirectly, in the future.

2. In view of the Compliance Affidavit dated 01.08.2025 filed before this Court and the undertakings given by the Defendant therein, the Defendant is bound down by the same.



3. The learned Counsel for the Defendant submits that the Defendant has voluntarily withdrawn Application No. 6347702 filed by the Defendant before the Registrar of Trade Marks.
4. As the Defendant has furnished the undertaking, the learned Counsel for the Plaintiff, on instructions, states that the Plaintiff does not press the reliefs sought in Paragraph No. 74 (e) to (g) of the Suit.
5. Accordingly, the present Suit is decreed in the terms of the prayers contained in Paragraph No. 74 (a) to (d) of the Suit. Let the Decree Sheet be drawn up accordingly.
6. The Suit stands disposed of in the aforesaid terms. The pending Application(s), if any, also stand disposed of.
7. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.
8. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.
9. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

SEPTEMBER 3, 2025

ap