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

+ **CS(COMM) 622/2025, I.A. 14773/2025 & I.A. 15865/2025**

BASF SE

.....Plaintiff

Through: Mr. Anirudh Bakhru, Mr. Naqeeb Nawab, Ms. Nippun Sharma, Mr. Abhigyan Pandey, Mr. Prakhar Singh and Mr. Vibhav Singh, Advocates

versus

**MASS CROP SCIENCE PRIVATE
LIMITED**

.....Defendant

Through: Mr. Rajesh Kumar Kadian, Advocate
(through vc)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 20.12.2025

CS(COMM) 622/2025

1. Learned counsel for the defendant states that he has filed an affidavit dated 18.12.2025, on behalf of the defendant in compliance with the directions issued on 05.12.2025.

1.1 He states that the affidavit records the defendant's undertaking to remain bound by the statement recorded in the order dated 05.12.2025. He states that the plaintiff has set out at paragraph 6 and paragraph 7 the timelines for destroying the infringing packaging, and he will abide by the same.

2. In response, learned counsel for the plaintiff states that the plaintiff has perused the said affidavit and is satisfied with the same.

2.1 He prays that in view of the affidavit, a decree for permanent injunction and delivery up be granted in favour of the plaintiff.



2.2 He states that in view of the early resolution of the disputes, the plaintiff is not pressing for any further reliefs in the suit.

2.3 He submits that the plaintiff's representative will remain present at the premises of the defendant for witnessing the destruction of the packaging on the timelines stipulated at paragraphs 6(a), 6(b) and 8 of the said affidavit.

3. At this stage, learned counsel for the defendant suggests that rather than having multiple visits of the plaintiff's representative for verifying destruction as per paragraphs 6(a), 6(b) and 8, the defendant offers to destroy all infringing packaging on a single date on 03.02.2026. The said suggestion is acceptable to the plaintiff.

4. A copy of the affidavit dated 18.12.2025 has been handed over to this Court for its perusal. The Court Master is directed to take the same on record and mark the same as **Exhibit A**.

5. The Court has heard the learned counsels for the parties and has perused the record.

6. In view of the no contest with respect to the relief of permanent injunction, and the affidavit dated 18.12.2025, this Court does not find any impediment in decreeing the suit qua the relief of permanent injunction.

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

8. Consequently, the captioned suit is decreed vis-à-vis relief of permanent injunction in terms of prayer clauses at paragraphs 93(a), (b) and (c) of the plaint, in favour of the plaintiff and against the defendant.

9. With respect to the implementation of relief of delivery up at paragraph 93(d), the defendant will remain bound to destroy all infringing packaging on or before 03.02.2026 in the presence of the representative of



the plaintiff. The plaintiff's representative will remain present at the premises of the defendant at 11:30 A.M. on 03.02.2026 unless parties mutually change the date and time. The relief sought at paragraph 93(d) of the plaint is decreed in terms of this direction.

10. The remaining reliefs are disposed of as not pressed.

11. The defendant is directed to ensure that its affidavit filed vide e-diary no. 9190898/2025 is brought on record within ten (10) days.

12. The Registry is directed to draw up a decree in terms of this order. The affidavit dated 18.12.2025 shall form part of the said decree.

Refund of Court Fee

13. Learned counsel for the plaintiff requests for partial refund of the Court fee in view of the early disposal of the suit and the amicable resolution of the dispute between the parties.

14. Keeping in view the aforesaid facts and having regard to Section 16 and 16A of the Court Fees Act, 1870, the registry is directed to refund 50% Court Fee in favour of Plaintiff within four (4) weeks, in accordance with law.

15. The suit stands disposed of.

16. Pending applications stand disposed of.

17. All future dates stand cancelled.

MANMEET PRITAM SINGH ARORA, J
DECEMBER 20, 2025/msh/AM