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

+ **CS(COMM) 651/2025 & I.A. 15342/2025**

KEI INDUSTRIES LIMITED

.....Plaintiff

Through: Mr. Pallav Palit and Mr. Arnav
Dasgupta, Advocates

versus

MR. DAVID SINGLA & ANR.

.....Defendants

Through:

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **03.12.2025**

CS(COMM) 651/2025 & I.A. 15342/2025

1. The present suit has been filed seeking permanent injunction restraining the defendants from infringing the trademarks and copyright of the plaintiff and other ancillary reliefs.
2. This Court in its order dated 06.11.2025 had recorded the submissions of the defendant, conceding to the proprietary rights of the plaintiff in its trademark 'KEI'.
3. Learned counsel for the defendant states that it has filed an affidavit of undertaking in terms of the statement recorded on 06.11.2025. He states that therefore a decree of permanent injunction may be passed in terms of prayer clauses (a), (b) and (c) of the plaint.
4. Learned counsel for the plaintiff states on instructions that plaintiff is agreeable to the disposal of the suit in terms of a decree of permanent injunction. He states that in addition, the defendant must also comply with

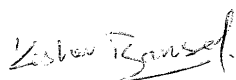


the prayer clause (e) with respect to delivery up especially in view of the seizure carried out by the Local Commissioner on 12.07.2025. He states that plaintiff is not pressing the remaining reliefs for damages and costs.

5. Learned counsel for the plaintiff and defendants have submitted the written understanding arrived between the parties for compliance of prayer clause (e) which included destruction of all packing materials and removal of the impugned mark 'KEW' from the products by the defendant before reselling it. The written understanding agreed between the parties dated 03.12.2025, duly signed by the counsel for the parties is reproduced as under: -

UNDERTAKING OF THE DEFENDANTS RELATION TO PRAYER 'E' OF THE PLAINT

1. The Defendants undertake to destroy all packaging material, boxes, etc. in relation to the goods bearing the mark 'KEW' seized under Superdarinama dated 12.07.2025 (*Annexure- E @ Pg. 73 of the LC Report dated 28.07.2025*) and inventoried as per List of Inventory (*Annexure- D @ Pg. 53 of the LC Report dated 28.07.2025*) by the Local Commissioner appointed by this Hon'ble Court. The said destruction shall be carried out in the presence of the authorized representative of the Plaintiff, for which a convenient date and time would be mutually decided at the earliest.
2. The Defendants further undertakes remove the reference/ branding of the mark 'KEW' appearing on the physical goods itself as seized under Superdarinama dated 12.07.2025 (*Annexure- E @ Pg. 73 of the LC Report dated 28.07.2025*) and inventoried as per List of Inventory (*Annexure- D @ Pg. 53 of the LC Report dated 28.07.2025*) by the Local Commissioner appointed by this Hon'ble Court. The Defendant shall provide evidence of the aforesaid to the Plaintiff on the mutual date as fixed in relation to the purpose of Sl. No. 1 above. It is understood that the Defendant shall not have any right to sell such goods bearing the 'KEW' mark'.
3. The Defendants further undertake to destroy all other the printed and electronic material whether in hard copy or soft copy form, invoices, letter heads, visiting cards, products, product packaging, carton, cardboard boxes, printing plates or any other infringing material bearing the mark 'KEW', apart from the ones seized under Superdarinama dated 12.07.2025 (*Annexure- E @ Pg. 73 of the LC Report dated 28.07.2025*) and inventoried as per List of Inventory (*Annexure- D @ Pg. 53 of the LC Report dated 28.07.2025*) by the Local Commissioner appointed by this Hon'ble Court.



(KESHAV BANSAL)
ADVOCATE FOR THE DEFENDANTS



(PALLAV PALIT)
ADVOCATE FOR THE PLAINTIFF

NEW DELHI
DATE: 03.12.2025



6. The Court Master is directed to place the aforesaid understanding/undertaking dated 03.12.2025 on record.
7. The aforesaid undertaking of the defendant vis-à-vis prayer clause (e) is accepted by the Court and the defendant is bound down to the same.
8. In view of the aforesaid no contest between the parties, the suit for the relief of permanent injunction in terms of prayer clauses (a), (b) and (c) of the plaint is hereby decreed in favour of the plaintiff and against the defendant. The relief of prayer clause (e) is decreed in favour of the plaintiff and against the defendant in terms of the undertaking of the defendant extracted above. The remaining reliefs in the suit are dismissed as not pressed.
9. The registry is directed to draw up a decree in the aforesaid terms and the undertaking dated 03.12.2025 pertaining to prayer clause (e) shall also form a part of the said decree.
10. Pending applications, stand disposed of.
11. Future dates are cancelled.
12. 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

DECEMBER 3, 2025/mt/aj