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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 665/2025, I.A. 15729/2025 & I.A. 21951/2025**
ASICS CORPORATIONPlaintiff
Through: Mr. Rishi Bansal, Mr. Deepak
Srivastava & Mr. Indraneil
Choudhury, Advocates.

versus

CAMPUS ACTIVEWEAR LTD.Defendant
Through: Mr. Sachin Gupta, Mr. Rohit Pradhan,
Ms. Mahima Chanchalani, Ms. Diksha
Tekriwal, Ms. Prashansa Singh, Ms.
Archana, Mr. Adarsh Agarwal & Mr.
Ajay, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER
04.11.2025

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1. *Vide order dated 14.10.2025, it was observed that as under:*

"1. Vide order dated 09.10.2025, the learned Counsel for the Defendant had sought time to take instructions with regard to the manner and time for disposing of the existing inventory of the



goods having the Impugned Mark '  '. The learned Counsel for the Defendant also submitted that the Defendant will provide an inventory of the goods containing the impugned marks with an advance copy to the learned Counsel for the Plaintiff.

2. The learned Counsel for the Plaintiff submits that the details of the inventory has been received by the learned Counsel for the Plaintiff at 07:05 AM on 14.10.2025 and seeks time to take instructions as the main Counsel is having personal difficulty today.



3. *The learned Counsel for the Defendant submits that he has sought instructions from the Defendant with regard to the manner and time for disposing of the existing inventory. He submits that there are total 41053 pairs of shoes available with the Defendant and 10% of the total inventory would be given to charity and the remaining will be disposed of within a period of time to be determined by this Court. If the Defendant is not able to dispose of the remaining inventory within the time period stipulated by this Court, the Defendant will donate the remaining inventory to the charity as may be specified by the Plaintiff.*

4. *The learned Counsel for the Plaintiff shall take instructions with regard to the above submissions made on behalf of the Defendant within a period of one week.*

5. *At the request of the learned Counsel for the Plaintiff, list on 04.11.2025 in Supplementary List.”*

2. The learned Counsel for the Plaintiff submits that he has obtained instructions and is agreeable to the proposal made on behalf of the Defendant.

3. Accordingly, the Defendant shall give 10% of the total inventory of 41,053 pairs of shoes available with the Defendant to the charity of choice of the Defendant and inform the learned Counsel for the Plaintiff after compliance with the same. The remaining stock shall be disposed of within a period of twelve weeks from date and if the Defendant is not able to do so within the said period, the Defendant shall also donate the balance inventory to the charity of the choice of the Defendant and inform the learned Counsel for the Plaintiff.

4. The learned Counsel for the Plaintiff submits that the Defendant has *vide* e-mail dated 14.10.2025 undertaken that the Defendant has discontinued

manufacturing of the goods having the Impugned Mark “”



w.e.f. 12.09.2025.

5. In view of the above, the Suit is decreed in terms of Paragraph No. 70(A) of the Prayer clause. The Defendant shall be directed to comply with the order and the aforesaid undertaking of the disposal of the inventory of the goods.

6. Let the Decree Sheet be drawn up accordingly. The Suit and all the pending Applications shall stand disposed of.

7. 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.

8. 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

NOVEMBER 4, 2025/ 'A'