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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 797/2022 with I.A. 18931/2022**
ANCHOR CONSUMER
PRODUCTS PRIVATE LIMITEDPlaintiff

Through: Mr. Kunal Vats and Mr. Rajit Ghosh,
Advocates.

versus

STAR DENTAL CENTRE
PRIVATE LIMITED & ORS.Defendants

Through: Mr. Manish Kumar Mishra, Mr.
Saransh Saini and Mr. Vishesh Kumar,
Advocates.

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
% **09.04.2025**

1. Pursuant to the order passed by this Court on 17th March 2025, an undertaking by way of an affidavit has been filed on behalf of the defendant no.3 *albeit* in a delayed manner.

1.1 As the undertaking has been filed only yesterday, the same is not on record. A copy of the aforesaid undertaking has been handed over in Court. The same is taken on record.

2. Counsel for the plaintiff correctly points out that the undertaking filed on behalf of the defendant no.3 does not cover directions contained in paragraph no.8 of the order passed on 17th March, 2025. For the sake of convenience, the same is set out below:



“ 8. Mr. Manish Kumar Mishra, counsel for defendant no.3 submits that in view of the settlement between plaintiff and defendants no.1 and 2, the defendant no. 3 is also willing to give an undertaking to the effect that defendant no. 3 shall not manufacture any products for any third party bearing the name ‘CLOVE POWER’.”

3. On instructions from the authorized representative of the defendant no.3, who is present in Court, Mr. Manish Kumar Mishra, counsel appearing on behalf of the defendants, gives an undertaking on behalf of the defendant no.3 that the defendant no.3 shall not manufacture any products for any third-party bearing the name ‘CLOVE POWER’.

3.1 The said undertaking is taken on record and the defendant no.3 shall be bound by the same.

4. Accordingly, in terms of the written undertaking filed on behalf of the defendant no.3 as well as the oral undertaking given in Court today, the suit is decreed against the defendant no.3.

5. Counsel for the plaintiff further submits that in an earlier suit CS(OS) 3768/2014 titled ***Anchor Health and Beauty Care Pvt. Ltd. v. Dabur India Ltd.***, the defendant no.3 herein had given an undertaking not to use the words ‘CLOVE POWER’ or ‘POWER CLOVE’ together. However, despite the said undertaking, the defendant no.3 yet again started manufacturing and packaging goods for the defendants no.1 and 2 under the mark ‘CLOVE POWER’.

6. Taking into account that the defendant no.3 had violated the undertaking in CS(OS) 3768/2014, the defendant no.3 is directed to pay costs of Rs. 2,00,000/- to Delhi High Court Bar Association.

7. In view of the fact that the matter has been settled at an initial stage, the Registry is directed to issue a certificate of refund of 50% of the Court Fees



in favour of the plaintiff, in terms of Section 16A of the Court Fees Act, 1870.

8. The pending applications stand disposed of.

AMIT BANSAL, J

APRIL 9, 2025

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