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

+ **CS(COMM) 616/2024**

NIRMAL SEEDS PRIVATE LIMITED

.....Plaintiff

Through: Mr. Deepank Singhal and Mr.
Gaurav Dhingra, Advocates

versus

M/S NIRMAL SEEDS CORPORATION

.....Defendant

Through: Mr. Jaspreet Singh Kapur, Mr.
Mayank Sharma, Mr. Wasim
Ansari and Ms. Shweta, Advocates

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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05.05.2025

I.A. 11281/2025 (Application filed under Order XXIII Rule 3 read with Section 151 of the CPC)

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (**CPC**) filed on behalf of the plaintiff and the defendant seeking a consent decree based on the terms of settlement as mentioned in paragraph 3 of the present application, which is reproduced as under:-

“3. The Plaintiff and Defendant have agreed to settle the present suit as per the following terms and conditions: -

a) The Defendant acknowledges that the Plaintiff is the proprietor and prior user of the trade mark/ name 'NIRMAL' and its formative trademarks and also acknowledges the registrations subsisting in the Plaintiff's favor details whereof are indicated in Document-A.

b) The Defendant undertakes not to manufacture, market,

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sell, offer for sale, advertise, directly or indirectly deal in any products including though not limited to agro products especially seeds and bio-organic products, bio-grown formulations, fungicides, herbicides, pesticides etc. and any other allied and cognate goods under the trade mark NIRMAL with or without any device/ logo mark incorporating the word NIRMAL or any other trade mark, and/or device/ logo deceptively similar there to unless the same are original certified products which are sourced from the Plaintiff.

c) The Defendant undertakes to not use the NIRMAL trademarks for any purpose, whatsoever, including but not limited to as a part of their trademark, trade name, entity name, etc.

d) The Defendant undertakes that they have not and will not file any application seeking registration of the mark "NIRMAL", or any other mark/logo deceptively similar to the Plaintiffs Nirmal trademarks and/or marks mentioned under **Document-A.**

e) That Defendant undertakes to hand over all the impugned materials bearing the impugned trademarks, logos and trade names, including any other material seized by the local commissioner for the purpose of their destruction/ erasure at the time of executing the present settlement agreement. The Defendant is, however, permitted to procure the raw material from the impugned packaged products and shall be entitled to sell the same in the open market under a different trademark/trade name/logo.

f) That the Defendant agrees that a breach of the above terms will automatically entitle the Plaintiff to damages as prayed for in the plaint.

g) That in lieu of the Defendant's above undertakings and strict compliance of it thereof, the Plaintiff agrees to give up its prayer for damages, rendition of accounts of profit and costs in the suit.

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h) That the present undertakings will be binding on the parties including their partners, proprietors, representatives, assignees, licensees, affiliates, legal heirs and successors in right, interest and title in business.”

2. The present application is duly supported by affidavits of the authorized representatives of the plaintiff and the defendant.

3. Learned counsels of the parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in para 3 of the present application.

4. This Court has perused the terms of settlement as recorded *inter-se* the plaintiff and the defendant and finds them to be lawful.

5. In view thereof, the present application is allowed and disposed of.

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6. Learned counsel for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendant, prays that since the dispute *inter se* them have been amicably settled, he would not press for the other applications and prays that the present suit be decreed in the terms of the settlement as recorded in para 3 of the application being I.A. 11281/2025.

7. Learned counsel for the plaintiff also prays that since the disputes between the parties have been settled amicably hence, the court fees paid by the plaintiff be refunded in terms of *Section 16* of The Court Fees Act, 1870.

8. This Court is of the view that since the disputes between the parties have been settled amicably and in view of the prayer made by the learned counsel for the plaintiff, refund of 50% of the Court fees paid by the plaintiff is deemed justifiable.

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9. Let a Certificate of refund of 50% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.
10. Accordingly, the present suit is decreed in terms of the settlement as recorded hereinabove in para 3 of the application bearing no. I.A. 11281/2025.
11. The plaintiff and the defendant shall remain bound by the terms of settlement as recorded hereinabove in para 3 of the application bearing no. I.A. 11281/2025.
12. Registry is directed to draw up a Decree sheet accordingly.
13. Needless to mention, the aforesaid terms as mentioned in para 3 of the application bearing no. I.A. 11281/2025, shall form a part of the decree sheet.
14. Accordingly, in view of the above, the present suit, alongwith the pending applications stands disposed of.
15. The date already fixed stands cancelled.

SAURABH BANERJEE, J

MAY 5, 2025/So

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