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

+ C.O. (COMM.IPD-TM) 148/2024, I.A. 34770/2024

M/S. RSPL LIMITEDPetitioner

Through: Ms. Shakshi Agarwal, Advocate.
Mob. No. 7311100861
ashakshi1999@gmail.com

versus

RAM NAGAR KHADI GRAMODYOG VIKASH
SAMITI & ORS.

.....Respondents

Through: Mr. Kripa Shankar Mani Tripathi,
Advocate.
mailksmt@yahoo.com

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+ C.O. (COMM.IPD-TM) 149/2024, I.A. 34775/2024

M/S. RSPL LIMITEDPetitioner

Through: Ms. Shakshi Agarwal, Advocate.
Mob. No. 7311100861
ashakshi1999@gmail.com

versus

RITESH BANSAL & ORS.

.....Respondent

Through: Mr. Kripa Shankar Mani Tripathi,
Advocate.
mailksmt@yahoo.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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13.02.2025

1. Learned counsels appearing for the parties have drawn the attention of this Court to the terms of the settlement between the parties, which were



reached in the connected suit i.e. CS(COMM 646/20024, the terms of which, read as under:

“XXXXXXXX

6. The Plaintiff and Defendants above named have, without prejudice to their rights and contentions, have now agreed to amicably settle the present dispute as per the following terms:

a) The Defendants admit proprietary rights of the Plaintiff in the Trade Mark GHADI and various GHADI formative marks and its Trade Dresses as mentioned and depicted in Para 4 at Page 32, 33 and 34 of the amended plaint.

b) The Defendants further admits and recognizes Plaintiff rights in various Trade Mark registrations and Copyright registrations as mentioned in Para 7, 8 and 9 at Pg 39 to 49 of the amended plaint and undertakes never to challenge the same directly or indirectly.

c) The Defendants undertake not to use or deal in the Trade Mark/Label TIME ZEE and its various Trade Dresses as mentioned in Para 3 of the present compromise application and which are also reproduced below: -

IMPUGNED TRADEMARKS/TRADE DRESS





d) The Defendants also admits the proprietary rights of the plaintiffs trademark/ label XPERT along with the right of the said trademark that persist in the Plaintiffs associated company i.e. RSPL Health Pvt Ltd. Defendants has also agreed to not use the mark EXPERT which is forming the part of the impugned label.

e) It has been agreed that Plaintiff has no objection in case Defendants uses the Trade Mark TIME ZEE and its Trade Dress as per Labels being annexed as Annexure-A and Al.

f) The Defendants have the existing stock for the infringed 9 goods under the



trademarks/trade dress /TIME ZEE LABEL and TIME JEE and its formatives and the Defendants also agreed to undertake that they will exhaust the existing stock within 90 days from the date of execution of the settlement agreement and if there remains some leftover stock then it can be destroyed by the Defendants even after the period of 90 days. The plaintiff has no objection if the goods of the Defendants are seized by the Court Commissioner which are in the superdari be released for the purpose of exhausting the same within the period of 90 days. The seized goods under the superdari of the Defendants be destroyed by Defendants at their own cost in an environment friendly manner in the presence of the representative of the Plaintiff.

g) The Defendants undertakes that it shall never challenge the rights of



"GHADI LABEL/ GHARI/ GHADI (word) and the DEVICE OF GHARI/ GHADI/ WATCH/CLOCK and all their other formative marks", directly or indirectly. It agrees that it shall undertake to never use, license, register any trademark identical or deceptively similar to GHADI LABEL/



GHARI/ GHADI (word) and the DEVICE OF GHARI/ GHADI/ WATCH/CLOCK and all their other formative marks trademarks/labels.

h) The Defendants further undertakes that it shall takedown any listings of the products/goods bearing the impugned trademark/label on its websites <https://timezee.in/> or any other e-commerce platform or social media websites and third-party websites.

xxx xxx xxx”



2. Learned counsels appearing for the parties confirm the terms of the settlement and submit that in terms of the aforesaid settlement between the parties, the present petitions be disposed of.
3. Considering the aforesaid, it is directed that the parties shall remain bound by the terms and conditions of the settlement.
4. Accordingly, in view of the aforesaid settlement between the parties, the present petitions, alongwith the pending applications, are disposed of.

MINI PUSHKARNA, J

FEBRUARY 13, 2025/KG