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

+ **CS(COMM) 754/2025**

CAPITAL FOODS PRIVATE LIMITED

.....Plaintiff

Through: Mr. Pravin Anand, Mr. Dhruv Anand,
Ms. Udit, Mr. Rohil Bansal and Mr.
Chirayu Prahlad, Advocates

versus

PITAMBARI PRODUCTS PRIVATE LIMITED

.....Defendant

Through: Mr. Kunal Khanna, Advocate

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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27.10.2025

**I.A. 26481/2025 (joint settlement application Under Order XXIII Rule 3
CPC read with section 151 CPC)**

1. This is an application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 ('CPC'), filed jointly by the Plaintiff and Defendant seeking a decree in terms of the settlement arrived at between the parties as set out at paragraph '3' of the captioned application.

2. The application is duly signed by the parties and is supported by their affidavits.

3. Learned counsels for the parties' state that the parties have mutually agreed that it will be permissible for the Defendant to use the mark and packaging as set out in paragraph 3(c) of the captioned application, which is reproduced as under: -

“c) That going forward, the Defendant undertakes to only use the below-mentioned packaging/trade dress for its product, PITAMBARI RUCHIYANA SCHEZWAN HOT & SPICY:



Or any other trademark/brand/trade dress which is not identical with or deceptively similar to the Plaintiff's IP in any form or manner;"

4. The parties undertake to remain bound by the terms and conditions set out at paragraph '3' of the captioned application.
5. This Court has heard the learned counsels of the parties' and also perused the compromise/settlement entered between the Plaintiff and the Defendant, recorded at paragraph '3' of the captioned application.
6. The Court observes that at paragraph 3(b) of the captioned application, the Defendant's undertaking to not use the Plaintiff's registered mark is recorded as under: -

"b) That going forward, the Defendant undertakes to never use the Plaintiff's registered and **well-known trade mark** / brand SCHEZWAN CHUTNEY or any other mark / brand / packaging that may be deceptively similar to the Plaintiff's IP in any form or manner;"

7. It is clarified that the abovementioned acknowledgment of well-known trademark by the Defendant to the Plaintiff's mark 'SCHEZWAN CHUTNEY' is without contest and therefore, is not being accepted by this



Court and is hereby deleted. The amended paragraph 3(b) shall read as under: -

“b) That going forward, the Defendant undertakes to never use the Plaintiff's registered trademark/brand SCHEZWAN CHUTNEY or any other mark / brand / packaging that may be deceptively similar to the Plaintiff' s IP in any form or manner;”

The parties are agreeable to the aforesaid modification and undertake to remain bound by the same.

8. It is clarified that the Plaintiff will be at liberty to avail all its legal remedies for seeking declaration of its well-known trademark in appropriate proceedings and before the appropriate forum.

9. Learned counsel for the Plaintiff states that in view of the settlement arrived at between the parties, the Plaintiff is not pressing its claim for rendition of accounts, damages and cost as prayed for in paragraph no. 72, prayer clause (e), (g) and (h) of the plaint.

10. The Court is satisfied that the compromise terms agreed between the parties satisfies the requirements of Order XXIII rule 3 of CPC. The compromise contained in the captioned application, with the modification to para 3(b) is lawful and therefore, there is no impediment in decreeing the suit in terms of the settlement arrived at between the parties.

11. The application is allowed and the suit is decreed qua in favour of the Plaintiff and against the Defendant in terms of the captioned application and modification of para 3(b).

12. The Registry of this Court is directed to prepare a decree in terms of this order. The memorandum of settlement as set out at paragraph 3 of the captioned application, with the amended para 3(b) and shall form a part of the decree.



13. Pending applications, if any, are disposed of.

14. Future dates, if any, stand cancelled.

Refund of court fee

15. Learned counsel for the Plaintiff states that in view of the compromise recorded between the parties and the early disposal of the suit, the Plaintiff prays for a refund of the court fee deposited.

16. Keeping in view the aforesaid facts and the mutual settlement prior to framing of issues, the Registry is directed to refund 50% Court Fee in favour of the Plaintiff within four (4) weeks, in accordance with law. The said direction has been passed having regard to Section 16 A of the Court Fees Act, 1870, read with Section 89 of CPC.

17. 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

OCTOBER 27, 2025/rhc/IB