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

+ **CS(COMM) 755/2025 & IA Nos.17900/2025 & 17901/2025**

HDMI LICENSING ADMINISTRATOR INCPlaintiff

Through: Ms. Kripa Pandit, Mr. Prabhu
Tandon, Ms. Pranjali Arya & Mr.
Christopher Thomas, Advocates.

Versus

M/S EKKAA ELECTRONICS INDUSTRIES

PRIVATE LIMITED AND ANRDefendants

Through: Mr. Umang Tyagi, Mr. Zuber Ali &
Mr. Siddhartha Sharma, Advocates.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **14.10.2025**

IA No.25601/2025

1. This is a joint Application filed by the Parties under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.

2. The learned Counsel for the Parties submit that during the pendency of the present Suit, the Parties have amicably resolved the disputes and have arrived at a Settlement on the basis of following Terms of Settlement:

A. The Defendants acknowledge that the Plaintiff is the exclusive owner and proprietor of the HDMI Trademarks. The Defendants further acknowledge that all rights in law, equity or otherwise in the Plaintiffs HDMI Trademarks vest exclusively with the Plaintiff. The Defendants undertake to this Hon'ble Court, never to challenge the same anywhere in the world, including in India, on any



ground whatsoever.

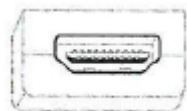
- B. The Defendants, pursuant to the settlement agreement, have now secured a valid license from the Plaintiff through the HDMJ Licensing Administrator's registration portal and have executed an HDMI Adopter Agreement and paid the Plaintiff the applicable annual adopter fee in order to regularize their manufacture, distribution, assembly, retail, advertisement, import, export, or sale, of electronic goods, including but not limited to televisions, display units, HDMI-capable devices, or cables, bearing the Plaintiffs trademarks i.e. "HDMI" word mark the



device mark "HDMI HIGH-DEFINITION MULTIMEDIA INTERFACE", for "HDMI HIGH-DEFINITION MULTIMEDIA INTERFACE", the- 3D



shape mark and HDMI receptacle mark



including the HDMI receptacle Port or any other mark/device, in relation to any goods or services, or in relation to any promotional, marketing or advertising material or any other material used or intended to be used for labelling, or advertising any goods or services both online and offline.

- C. The Parties agree that pursuant to the execution of the present settlement agreement, the Defendants are entitled



to seek release of all goods/books of accounts/material(s) which were seized pursuant to the Order dated on July 28, 2025 passed by this Hon'ble Court by way of the present Application.

- D. The Parties agree that in light of the aforesaid terms and conditions set out in the present settlement agreement, the Plaintiff shall forego all claims of damages, rendition for accounts of profits, delivery up, etc. and any other claims made in the prayers in the Plaint in the present suit.
- E. The Parties agree that the present application would be treated as a final settlement towards all claims till date raised by the Plaintiff as against the Defendants in respect of the HDMI Trade Marks and the Impugned Products and the Parties shall have no further claims or demands against each other.

3. *Vide* order dated 28.07.2025, this Court had appointed a Local Commissioner and the Local Commission was conducted on 31.07.2025. During the execution of the Local Commission certain Books of Accounts and goods were seized. The learned Counsel for the Parties submit that the Parties have agreed that the said Books of Accounts and the goods which were seized and released on *superdari* to the Defendants be released to the Defendants.

4. Accordingly, it is directed that the Books of Accounts and the goods seized during the Local Commission executed on 31.07.2025 be released to the Defendants.

5. In view of the above, the present Application is allowed.



CS(COMM) 755/2025

6. The Suit is decreed in terms of the Terms of Settlement arrived at between the Parties. The Parties are directed to be bound by the Terms of Settlement. Let Decree Sheet be drawn up accordingly. The Suit as well as the pending Applications are disposed of in the aforesaid terms.
7. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.
8. In view of the fact that 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.
9. 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.
10. The next date of hearing, i.e., 27.10.2025 stands cancelled.

TEJAS KARIA, J

OCTOBER 14, 2025

‘gsr’