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

+ **CS(COMM) 689/2024**

HAVELLS INDIA LIMITED

.....Plaintiff

Through: Mr. Kunal Vats, Advocate
(through VC).

versus

HETRAM SHARMA & ORS.

.....Defendants

Through: Ms. Debasree Chatterjee, Proxy
Counsel for Defendant Nos.3 to 5
(through VC).

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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20.08.2025

I.A. 20371/2025

1. This is a joint Application on behalf of the Plaintiff and Defendant Nos. 3 to 5 under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.

2. The learned Counsel for the Plaintiff and Defendant Nos. 3 to 5 submits that during the pendency of the present Suit, the Plaintiff and Defendant Nos. 3 to 5 have been able to amicably resolve and settle the dispute between them. The Terms of the Settlement agreed between the Plaintiff and Defendant Nos. 3 to 5 is as under:

- i. Defendant Nos. 3 to 5 acknowledge and recognize the statutory and common law rights of the Plaintiff, vesting in the Trade Marks / logos 'REO' and or its derivatives / formatives;



- ii. Defendant Nos. 3 to 5 undertake that they shall not object or challenge the rights of the Plaintiff vesting in the Trade Marks / logos 'REO' and or its derivatives / formatives, in any manner whatsoever.
- iii. Defendant Nos. 3 to 5 unconditionally agree that they by themselves, their C&F agents, dealers, distributors, retailers, representatives, agents, assignees or anyone acting on their behalf, shall refrain from manufacturing, marketing, selling (including on online platforms) any product, including electrical goods, bearing the impugned Trade Mark

- 'R3 REO 3X / 'REO 3X'  , / '  , or any other Mark or name which is identical / deceptively similar to the Marks registered in favour of the Plaintiff;

- iv. Defendant Nos. 3 to 5 agree to destroy all the impugned products (if any), including the brochures, pamphlets, price list and any other material bearing impugned Trade Mark - 'R3 REO 3X / 'REO 3X'

 , / '  ' within a period of ten (10) days from the date of execution of the present Application;

- v. Defendant Nos. 3 & 4 agree to withdraw their Trade Mark Applications No. '4267752' (dated 18.08.2019) and '4414299' (dated 21.01.2020) respectively, pertaining to the Mark 'REO 3X' /  , within a period of ten (10) days from the date of execution of the present application;

- vi. Defendant Nos. 3 to 5, in order to put quietus to the present dispute,



have voluntarily agreed to pay a cost of Rs. 25,000/- (Twenty Five Thousand Only) in favour of the Plaintiff.

3. In view of the above, the Suit is decreed in terms of the above Terms of the Settlement. Let the Decree Sheet be drawn.
4. The Parties shall be bound by the Terms of the Settlement agreed between them.
5. As the Decree has already been passed against Defendant Nos. 1 and 2, no further orders are required to be passed in the Suit. Accordingly, the Suit is disposed of.
6. In view of the fact that the 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.
7. 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.
8. The next date of hearing fixed before the learned Joint Registrar, i.e., 01.09.2025, stands cancelled.

TEJAS KARIA, J

AUGUST 20, 2025/ 'A'