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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 772/2025**
FDC LIMITEDPlaintiff

Through: Mr. Prithvi Singh, Mr. Ritwik
Marwaha and Ms. Vanshika Singh,
Advocates.

Versus

HEALING PHARMA INDIA PRIVATE LIMITED.....Defendant

Through: Mr. Anil Dutt and Mr. Anupam
Chaudhary, Advocates.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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24.11.2025

IA No.29316/2025

1. The Plaintiff and the Defendant have jointly filed the present Application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The learned Counsel for the Plaintiff submits that during the pendency of the Suit, the Parties have amicably resolved their disputes and have agreed to settle the matter on the following terms:

“a) *The Defendant acknowledges that the Plaintiff is the owner and registered proprietor of the well-known trademark ZIFI, along with other ZIFI-formative trademarks as given in paragraph 10 of the plaint, under the Trade Marks Act, 1999, as well as under common law. The Defendant further acknowledges that the Plaintiff is the owner and registered proprietor of the distinctive green and white ELECTRAL trade dress/packaging, along with other ELECTRAL-formative trademarks as detailed in paragraph 16 of the plaint, under the Trade Marks Act, 1999, and under common law.*

b) *The Defendant further acknowledges that the Plaintiff is the*



lawful owner and registered copyright holder of the green-and-

white ELECTRAL/ trade dress/ packaging, which constitutes the Plaintiff's original artistic work within the meaning of Sections 2(c) and 13(l)(a) of the Copyright Act, 1957.

- c) The Defendant, including its directors, employees, distributors, marketers, agents, and all others acting on its behalf, acknowledge and undertake that they shall not manufacture, market, offer for sale, advertise, or in any manner, directly or indirectly, deal in any products, whether online or offline, under the mark HIFI or any other trademark identical with or deceptively/confusingly similar to the Plaintiff's registered trademark ZIFI, or with any green-and-white trade dress, packaging, label, or get-up adopted for HEALING

ELECTROLYTE Z/ or any other mark, trade dress, label, packaging, or get-up that is identical with or deceptively/confusingly similar thereto, amounting to an

infringement of the Plaintiff's ELECTRAL/ green-and-white trade dress/packaging or the Plaintiff's copyright in the artistic work comprised in its product packaging and/or the act of passing off.

- d) The Defendant undertakes that they have not filed any application for the registration of the marks HIFI and/or the green and white packaging adopted for HEALING ELECTROLYTE Z, or any other marks that are confusingly and/or deceptively similar to the Plaintiff's ZIFI trademark or

ELECTRAL/ green-and-white trade dress/packaging . The Defendant further undertakes that they shall not, now or in the future, file any trademark application

for the registration of HIFI and/or  trade dress/packaging, or any other mark, label, or composite mark identical with or deceptively/confusingly similar to the



Plaintiff's ZIFI trademark or ELECTRAL green-and-white trade dress/packaging, in respect of any goods or services whatsoever.

- e) The Defendant further undertakes that they do not hold any copyright registration and/or have not filed any application for copyright registration of the HEALING ELECTROLYTE Z's/



packaging, or any other label, packaging, or get-up that is confusingly or deceptively similar to the green-and-white



ELECTRAL/ packaging.

- f) The Defendant undertakes to destroy all products bearing the mark HIFI and/or the trade dress/packaging adopted for



HEALING ELECTROLYTE Z/ including all infringing materials such as cartons, packs, boxes, printed materials, advertising and promotional materials, or any other items bearing the infringing mark and/or trade dress/packaging, or any mark and/or trade dress confusingly or deceptively similar to the Plaintiff's ZIFI trademark and ELECTRAL green and white trade dress/packaging.

- g) The Defendant undertakes to remove all references and digital footprints pertaining to the mark HIFI, including the HEALING



ELECTROLYTE Z/ packaging, from its website and all other online and offline platforms.

- h) In consideration of the above, Defendant shall pay a sum of INR 50,000 as costs and damages incurred to the Plaintiff via Demand Draft. The Defendant has agreed that Demand Draft shall be in the name of the Plaintiff and handed over to the Plaintiff's counsel at the time of recordals of present compromise before court. The Demand Draft is issued by IDBI Bank on 29.10.2025 bearing number 020299 in the name of FDC Ltd payable at all IDBI Bank Branches in India. Copy of the Demand Draft is annexed herewith as DOCUMENT-A."



3. In terms of Paragraph No. 6(h) of the Terms of Settlement, the learned Counsel for the Defendant has handed over a demand draft of ₹50,000/- (Rupees Fifty Thousand Only) towards costs and damages to the learned Counsel for the Plaintiff during the course of hearing. Accordingly, the Plaintiff and Defendant are bound by the Terms of Settlement as agreed between the Parties.

4. In addition, the Defendant has also undertaken not to commit any breach of the undertaking given in the above Terms of Settlement and in case of breach of any of the undertaking given in the Terms of Settlement, the Defendant shall be liable to pay an amount of ₹1,00,000/- (Rupees One Lakh Only) to the Plaintiff for each act of infringement. The said undertaking is taken on record and the Defendant, through learned Counsel, is bound by the same.

5. Accordingly, the learned Counsel for the Parties, request that the present Suit be decreed in terms of the Terms of Settlement arrived at between the Parties.

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

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7. In view of the order passed in IA No. 29316/2025, the Suit is decreed. Let Decree Sheet be drawn up accordingly.

8. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter has been settled at an initial stage.

9. 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.

10. 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.

11. Accordingly, the Suit stands disposed of.

12. The dates of 19.12.2025 before Court and 21.01.2026 before the learned Joint Registrar (Judicial) are cancelled.

TEJAS KARIA, J

NOVEMBER 24, 2025

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