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

+ RFA 312/2010

ZAFFARYAB HUSSAIN

.....Appellant

Through: Mr. R.L. Sinha, Ms. Nisha Kumari,
Advocates (M:8287904070)

versus

ANWAR PARVEZ

.....Respondent

Through: Mr. Ramesh Kumar, Advocate along
with respondent in person
(M:9540999465)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
15.10.2025

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1. Learned counsel for the appellant submits that he has instructions to withdraw the present appeal, since the matter has been settled.
2. Learned counsel for the appellant has handed over a copy of the Agreement dated 21st June, 2022, between Shri Anwar Parvez, son of late Shri Mohd. Naseem and Shri Zafaryab Hussain, son of late Shri Ashraf Hussain. The aforesaid Agreement is reproduced as under:



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No	: IN-DL28725166677014U
Certificate Issued Date	: 06-May-2022 03:21 PM
Account Reference	: IMPACC (SH)/ dlshimp17/ TIS HAZARI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDSLHIMP1743760278105172U
Purchased by	: ZAFARYAB HUSSAIN
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ZAFARYAB HUSSAIN
Second Party	: ANWAR PARVEZ
Stamp Duty Paid By	: ZAFARYAB HUSSAIN
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



NOTARIAL



Agreement

This agreement is entered into on this the 21st day of June , 2022 between Shri Anwar Parvez son of late Shri Mohd Naseem residing at 1158, Baradari, Tilak Bazar, Delhi GPO North Delhi, Delhi 110006, and holding Adhaar Card No.5016 7913 6727 (hereinafter the First Party); and Shri Zafaryab Hussain son of late Shri Ashraf Hussain residing at 1738, Gali Madrasa, Meer Jumla, Main Bazaar, Lal Kuan, Chandni Chowck, Delhi 110006, and holding Adhaar Card No.5706 1432 0092 (hereinafter the Second Party).

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21 JUN 2022



by way of this agreement, pursuant to the affidavit which was entered into between the parties on 5th May 2022 for resolving all disputes relating to the Trade Mark with photo of Qutab Minar registered with the Registry of the Trade Marks with certificate of registration bearing Nos.456589 and 462712, the First Party and the Second Party agree as under:-

1. The First Party has agreed that he will have no objection for the use of Trade Mark with photo of Qutab Minar registered with the Registry of the Trade Marks with certificate of registration bearing Nos.456589 and 462712 with his photo on the packaging of his products.
2. The Second Party has agreed that he will be using Trade Mark with photo of Qutab Minar registered with the Registry of the Trade Marks with certificate of registration bearing Nos.456589 and 462712 with his photo on the packaging of products during his life time and thereafter his legal heir can use the same, however he or his legal heir or anyone on his behalf will not authorize, assign, transfer, mortgage, lease out and/or sell Trade Mark with photo of Qutab Minar registered with the Registry of the Trade Marks with certificate of registration bearing Nos.456589 and 462712 to anyone else nor the Second Party will use the same in partnership with anyone else.
3. The First Party and Second Party has further agreed that in case anyone else is found using/ misusing/ Trade Mark with photo of Qutab Minar with or without registration number of certificate of registration bearing Nos.456589 and 462712, the Second Party will have all rights to take action against the said persons and such actions will have full support of the First Party.
4. In case any of the terms of this agreement between the First Party and the Second Party is found in breach by Second Party, the First Party will have all rights to withdraw his no objection given to the Second Party in Clause 2 hereinabove which is subject to all other terms of this agreement, and also to proceed in accordance with law against the Second Party in breach.

This agreement is being signed by the First Party and Second Party in the presence of their witnesses

(Parveen Parvesh)
The First Party

(Zafaryya Hussain)
The Second Party

Witness 2: [Signature]

3. Both the parties are present in the Court and confirm that the aforesaid Agreement has been entered by them on their own volition, without any coercion or pressure, from any side.

4. Accordingly, both the parties are directed to abide by the terms of the aforesaid Agreement, and are held bound by the same.



5. Noting the aforesaid, the present appeal is accordingly, dismissed as withdrawn.

OCTOBER 15, 2025/au

MINI PUSHKARNA, J