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

+ **CS(COMM) 596/2018& I.A. 3537/2011**

HSIL LIMITED

.....Plaintiff

Through: Mr. Manav Gupta, Mr. Sahil Garg,
Mr. Abhinav Jain, Mr. Mithil
Malhotra and Mr. Aryan Pandey,
Advocates

versus

SANJAY AGGARWAL AND ANR

.....Defendants

Through: Mr. Ananta Prasad Mishra, Advocate
along with defendant no. 1 (through
vc)

47

+ **RFA-IPD 1/2022&CM APPLs. 10464-65/2013, 13843/2013**

M/S HSIL LIMITED

.....Decree Holder

Through: Mr. Manav Gupta, Mr. Sahil Garg,
Mr. Abhinav Jain, Mr. Mithil
Malhotra and Mr. Aryan Pandey,
Advocates

versus

M/S CHAMPION CERAMIC

.....Judgement Debtor

Through: Mr. Ananta Prasad Mishra, Advocate
along with Mr. Sanjay Aggarwal
(through vc)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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10.12.2025

CS(COMM) 596/2018



1. The present suit has been filed seeking permanent injunction restraining infringement of trademarks, passing off and other ancillary reliefs against the defendants.
2. Learned counsels for the parties state that parties have arrived at a settlement and defendants have agreed that the suit can be disposed of by passing a decree of permanent injunction in terms of prayer clauses (a) and (b) at paragraph '31' of the plaint.
3. Mr. Sanjay Aggarwal/defendant no. 1 has joined the proceedings through Video Conferencing link and is identified by his counsel.
4. Mr. Sanjay Aggarwal/defendant no. 1 has also filed his affidavit dated 21.11.2025, which records his willingness to suffer a decree of permanent injunction at paragraph '6' of the said affidavit.
5. Learned counsel for the defendant no. 1 states that defendant has agreed to pay a sum of Rs. 1,00,000/- in full and final settlement of all claims for legal costs in these proceedings.
6. Learned counsel for the plaintiff submits that in view of the settlement, the plaintiff is not pressing its remaining reliefs at prayer clauses (c), (d), (e) and (f) at paragraph '31' of the plaint.
7. He states that plaintiff has agreed to accept a sum of Rs. 1,00,000/- in full and final settlement of its legal costs.
8. This Court has heard the learned counsels of the parties and also perused the affidavit dated 21.11.2025, which records the defendant no. 1's willingness to suffer a decree of permanent injunction. The compromise/settlement is lawful and therefore, there is no impediment in decreeing the suit in terms of the settlement arrived at between the parties.
9. In view of the aforesaid, there seems to be no contest between the



parties, the suit is decreed for the relief of permanent injunction in terms of paragraph 31(a) and (b) of the plaint, in favour of the plaintiff and against the defendants. The remaining prayers are disposed of as not pressed.

10. In addition, the defendant no. 1 is liable to pay a sum of Rs. 1,00,000/- to the plaintiff towards legal costs within a period of four (4) weeks from today.

11. The Registry of this Court is directed to prepare a decree in terms of this order.

12. Pending applications, if any, stand disposed of.

13. Future dates, if any, stand cancelled.

RFA-IPD 1/2022

14. Learned counsels for the parties submit that, in view of the settlement arrived at between the parties as recorded in CS(COMM) 596/2018, the present appeal may also be disposed of.

15. Learned counsel for the respondent states that respondent has agreed that the appellant is entitled to receive the amount of Rs. 3,00,000/- deposited with the registry along with the interest accrued thereon in full and final settlement of all its claims towards legal costs.

15.1. The respondent has also filed an affidavit dated 21.11.2025 recording his agreement for release of the amount of Rs. 3,00,000/- at paragraph '8' of the affidavit, in favour of the appellant.

15.2. The Registry is directed to release the aforesaid deposited amount along with interest accrued thereon in favour of the plaintiff, within two (2) weeks.

16. Learned counsel for the respondent states that in view of the settlement arrived at between the parties, respondent further undertakes that



it will withdraw its objections filed to the trademark registration granted in favour of the Decree Holder within four (4) weeks. He states that respondent will also withdraw its copyright registration as already disclosed in paragraph '6' of the affidavit dated 21.11.2025.

17. Learned counsel for the appellant confirms the aforesaid submissions of the Respondent.

18. The aforesaid submissions of the parties are taken on record and they are bound down to the same.

19. The appeal is disposed of in terms of the aforesaid submissions of the parties.

20. Pending applications, if any, stands disposed of.

21. Future dates, if any, stand cancelled.

22. 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
DECEMBER 10, 2025/rhc/IB