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

+ **CS(COMM) 781/2024**

GRASIM INDUSTRIES LIMITED & ANR.Plaintiffs

Through: Mr. Chirag Ahluwalia & Mr. Mohit Maru, Advocates.

versus

R BIRLA PAINTS PRIVATE LIMITED & ANR.Defendants

Through: Mr. Pranav Gupta, Mr. Sajan Shankar Prasad & Mr. Kuldeep Rana, Advocates.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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03.11.2025

I.A. 25826/2025

1. This is an application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 ['CPC'] filed by the parties jointly.
2. The application is duly signed by all the parties and is supported with their affidavits.
3. Defendant No. 2 has been impleaded in person and is also the Director of Defendant No. 1. He has joined the proceedings through video conferencing link and is identified by his counsel.
4. Learned counsels for the parties' state that the terms and conditions of the settlement are set out at paragraph no. 5 of the captioned application.
5. Learned counsel for the plaintiffs' states that in view of the settlement arrived between the parties, the plaintiffs are not pressing for its reliefs



sought at paragraph no.83 (e), (f) & (h) of the plaint.

6. Under the terms and conditions at para 19, the defendants have undertaken to destroy the packaging, which reads as under: -

“(xix.) The Parties further agree and undertake to jointly request this Hon'ble Court to direct the Defendants to destroy all the impugned goods / products, banners, catalogues, brochures, advertising material, cartons, labels, wrappers, packaging material, articles, dies and all other things bearing and / or containing reference in any manner whatsoever to the impugned trademark and / or trade dress and / or trading name and / or any other trademark/ trading name / trade dress identical with and / or similar and / or deceptively similar to any of the Plaintiffs' trademarks, trade dress, labels, etc., including but not limited to Plaintiffs' BIRLA / ULTRATECH / BIRLA formative trademarks, trade dress, labels, etc., (including the well-known trademarks ADITYA A BIRLA



and/or had the word/mark ‘BIRLA’ and/or ‘GRASIM’ and/or ‘ULTRATECH’ and/or any other word / mark deceptively similar thereto, as a part thereof), whether seized by the Local Commissioners and returned to the Defendants on superdari and / or otherwise available directly or indirectly with the Defendants, their directors, partners, servants, agents, dealers, distributors, etc.”

7. Learned counsel for the plaintiffs’ states that the plaintiffs have no objection if the defendants open the packaged product, removes its contents, and thereafter destroys the packaging.

8. The aforesaid proposal is acceptable to the defendants.



9. Learned counsel for the parties pray for a decree in terms of Order XXIII Rule 3 CPC.

10. This Court has heard the learned counsels for the parties and also perused the compromise/settlement entered between the plaintiffs and defendants, recorded at paragraph 5 of the captioned application. The Court is satisfied that the said compromise satisfies the requirements of Order XXIII Rule 3 of CPC. The compromise contained in the captioned application is lawful and therefore, there is no impediment in decreeing the suit in terms of the settlement arrived at between the parties.

11. The Statements and undertaking given by the parties are accepted by this Court and the parties are held bound by the same.

12. Consequently, the application is allowed, and the captioned suit is decreed qua in favour of the plaintiff and against the defendants in terms of prayer clauses at paragraph no. 83 (a, b, c, d & g) of the plaint and in addition the terms and conditions agreed between the parties at paragraph 5 of the captioned application.

13. The defendant is directed to ensure that all obligations assume under Clause (xix) for destruction of packaging are completed within three (3) months from today. Learned counsel for the defendants undertakes to communicate to the plaintiffs, by an e-mail, the due compliance of this condition. The defendants are bound down to the same.

14. The Registry of this Court is directed to prepare a decree in terms of this order. The memorandum of settlement, set out at paragraph no. 5 of the captioned application as well as prayer clauses at paragraph no. 83 (a, b, c, d & g) of the plaint shall form part of the decree.

15. The application stands disposed of.



16. Interim Orders, if any, stand merged into the final decree.
17. Pending applications are disposed of.
18. Future dates stand cancelled.

Refund of Court Fee

19. Learned counsel for the plaintiffs' states that in view of the compromise recorded between the parties and the early disposal of the suit, the plaintiffs pray for a full refund of the court fee deposited.
20. Keeping in view the aforesaid facts, the Registry is directed to refund 100% Court Fee in favour of the plaintiffs within four (4) weeks, in accordance with law. The said direction has been passed having regard to 16A of the Court Fee Act, 1870 (as applicable to Delhi) and the judgment of the Supreme Court in **High Court of Madras vs. M.C. Subramaniam**¹.
21. It is however, clarified that if the settlement is breached and the plaintiff approaches Court for execution of this decree, the entire court fee will be deposited by the plaintiff.
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

NOVEMBER 3, 2025/ng

¹ (2021) 3 SCC 560.