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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 829/2024**
SANJAY MEHRAPlaintiff

Through: Mr. Manish Biala and Mr. Devesh
Ratan, Advocates.

versus

M/S SINGHLA ELECTRODES
PVT. LTD. & ORS.Defendants

Through:

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

% **ORDER**
09.04.2025

1. Mr. Manish Biala, counsel appearing on behalf of the plaintiff submits that the plaintiff has received an e-mail dated 25th October, 2024 from the defendant no.2, who is also the Director of the defendant no.1, wherein it has been stated that defendants have no intention of using the impugned mark in the future. It has also been stated that the defendant no.1 ceased its operations in 2019 due to business losses.

1.1 A copy of the aforesaid e-mail has been handed over in Court.

2. For the purposes of good order and record, the Registry shall scan a copy of the said e-mail, so that it remains embedded in the case file.

3. In view of the aforesaid e-mail communication, Mr. Biala submits that the plaintiff shall be satisfied if a decree of permanent injunction is passed in favour of the plaintiff.



4. Accordingly, the suit is decreed in favour of the plaintiff and against the defendants in terms of prayer clauses (i) and (ii) of the plaint.
5. Counsel for the plaintiff does not press for the remaining reliefs prayed for in the plaint.
6. Decree sheet be drawn up accordingly.
7. Since the matter has been settled at an initial 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.

AMIT BANSAL, J

APRIL 9, 2025

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