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

+ **CS(COMM) 830/2024 & I.A. 6344/2025**

JINDAL (INDIA) LIMITED

.....Plaintiff

Through: Mr. Rishabh Srivastava, Mr. Sahil Gupta, Ms. Yashasvini Sharma and Mr. Sanjay Aggarwal, Advs.

versus

RAJESH KUMAR GOYAL PROPRIETOR OF GOYAL TRADING CO

.....Defendant

Through: Mr. Yatin Sharma, Adv. (Through VC)
M : 9773903778
Mr. Mohit Solanki, Adv. (Through VC)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

10.03.2025

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I.A. 6344/2025 (Application under Order XXIII Rule 3 read with Section 151 of CPC)

1. The present application has been filed under Order XXIII Rule 3, read with Section 151 of Code of Civil Procedure, 1908 ("CPC").
2. The present suit has been filed by the plaintiff for permanent injunction restraining infringement of trademark/copyright/writing style/overall get up in marks 'JINDAL' and 'JINDAL with the device of



map of India/ ' passing off, rendition of accounts, damages, delivery-up, etc. against the defendants in relation to



the impugned mark 'JVG JINDAL/

'JVGJINDALRAWMATERIAL' and other similar variants.

3. The suit came up for hearing on 03rd October, 2024, wherein, an *ex-parte* order of injunction was passed against the defendant, thereby, restraining the defendant from use of the marks in question, or any other mark deceptively similar, thereto.

4. By way of the present application, it is submitted that parties to the suit have amicably resolved their dispute in terms, which are set out in paragraph 3 of the present application, which are reproduced as under:

“xxx xxx xxx

3.1 The Defendant (which term hereinafter includes its, their principal officers, directors, partners, agents, franchisees, successors, assignees, servants, licensees, family members and all others acting for and on and on their behalf, and successors in business as the case may be, jointly as well as severally and its related entities) admits that the Plaintiff (which term hereinafter includes its predecessors in interest and title, subsidiaries, group companies and affiliated companies) has superior rights in the trademark “JINDAL” and “JINDAL with the device of map of India/



and variants marks and is the lawful proprietor of the registered trademarks “JINDAL” and its variants Marks.



3.2 The Defendant confirms and affirms to this Hon'ble Court that it will not infringe the marks of Plaintiff i.e., **"JINDAL"** and **"JINDAL with**



the device of map of India/



, JINDAL INDIA" and other variants and is ready and willing to suffer the permanent injunction against use of mark **"JVG JINDAL"** "



"JVGJINDALRAWMATERIAL", "JVGJINDALTUBE" & "ISOJVGJINDALTUBE" or any other mark/ label/ sign/ trade dress/ device/ name or domain name, which are identical with or deceptively similar to the Plaintiff's registered mark **"JINDAL"** and **"JINDAL with the device of**



map of India/ / **" and, other variants of the "JINDAL" trade marks** and have no intention to infringe the Plaintiff's trademark in any manner. The Defendant is ready and willing to suffer permanent injunction in the said terms.

3.3 The Defendant further agrees to not use **"JINDAL"** with suffix and prefix or in any other form at present or future across all classes of goods in Trademark Registry.

3.4 The Defendant further agrees to further withdraw its trademark applications filed before the trademark registry. The trademark applications

shall be withdrawn in a proper manner so as to the status of the same shall display withdrawn and as per procedure of Trade Marks Act and Rules for the following marks:-



<u>Application No.</u>	<u>Class</u>	<u>Trademarks</u>	<u>User Details</u>
6033951	06	JVGJINDAL	Proposed to be used
6033950	06	JVGJINDALRAWMATERIAL	Proposed to be used
5127665	06		Proposed to be used
5127664	06	JVGJINDAL	Proposed to be used
6468069	06	ISOJVGJINDALTUBE	Proposed to be used
6468068	06	JVGJINDALTUBE	Proposed to be used

The Defendant does not have any objection if any such direction is made by the Hon'ble Court to trademark registry. The Defendant shall provide a copy withdrawal letter to the Plaintiff and undertakes to co-operate with the Plaintiff in the case, the Plaintiff have to take any steps to enforcement of its rights against these applications.

xxx xxx xxx”

5. Learned counsel appearing for the parties confirm the terms of the settlement and submit that the suit be decreed in terms of the same.
6. Learned counsel appearing for the plaintiff further submits that in terms of the settlement, the defendant is yet to file its applications for withdrawal of its application no. 5127665, before the Trade Marks Registry, while *qua* the other applications, withdrawal applications have already been filed.
7. Accordingly, the defendant is directed to file its application for



- withdrawal of its application no. 5127665, before the Trade Marks Registry.
8. Accordingly, the Registrar of Trademarks is directed to expeditiously consider the withdrawal applications of the defendant, and dispose of the same, in accordance with law.
9. This Court has perused the terms of the settlement and finds the same to be lawful.
10. The parties are held bound by the terms of the said settlement.
11. Accordingly, the suit is decreed in favour of the plaintiff and against the defendant in terms of the settlement, as reproduced hereinabove.
12. Decree sheet be drawn up.
13. In view of the fact that the parties have resolved their dispute at a nascent stage before recording of evidence in the present matter, in terms of Section 16A of the Court Fees Act, 1870, the Registry of this Court is directed to issue a certificate of refund of Court Fees to the extent of 50%, in favour of the plaintiff.
14. Accordingly, the suit, along with the pending application, stands disposed of.
15. The next dates of hearing, i.e., 28th March, 2025 and 21st March, 2025, stand cancelled.

MINI PUSHKARNA, J

MARCH 10, 2025/kr