



\$~24

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

+ **CS(COMM) 888/2024, I.A. 41829/2024 & I.A. 44851/2024**

LOTUS HERBALS PRIVATE LIMITEDPlaintiff

Through: Mr. Vaibhav Vutts, Ms. Aamna
Hasan and Ms. Aarya Deshmukh,
Advocates.

versus

YAVI COSMETICS PRIVATE LIMITEDDefendant

Through: Ms. Meenu Sharma, Ms. Harshita
Goswami and Ms. Sakshi Sharma,
Advocates for D1.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **22.09.2025**

1. The present Suit has been filed by the Plaintiff, *inter alia*, seeking permanent injunction restraining infringement of Plaintiff's Trade Mark, Copyright and passing off by the Defendant.
2. The Plaintiff is a company which is engaged in the business, *inter alia*, of marketing of goods related to skin care, hair care, cosmetic products perfumes, etc. for approximately three decades. The Plaintiff's products are sold under the Mark 'LOTUS', and the Plaintiff is the registered owner of the said Mark.
3. Around March, 2024, the Plaintiff came across the Defendant, who was selling cosmetic products, specifically Facial Kits, under the Trade Mark 'WHITE LOTUS'.
4. During the hearing on 11.09.2025, the learned Counsel for Defendant



No. 1 had submitted that Defendant No. 1 has stopped using the Plaintiff's Trade Mark 'LOTUS', while undertaking to not use the same in future. Accordingly, Defendant No. 1 is ready to suffer a Decree of injunction in terms of Prayer (A) of this Suit.

5. *Vide* order dated 11.09.2025, the learned Counsel for the Plaintiff had sought and was granted time to obtain instructions from the Plaintiff regarding the claim of damages from Defendant No. 1. The learned Counsel for the Plaintiff, on instructions, submits that the Plaintiff is willing to abandon the claim of damages from Defendant No. 1 if Defendant No. 1 is willing to suffer a Decree of injunction in terms of Prayer (A) and (B) of this Suit.

6. The learned Counsel for the Plaintiff, on instructions, further submitted that the Plaintiff does not wish to press the remaining Prayers in the Suit, and prayed that the Court Fees be refunded on the ground that the matter is being settled at an initial stage.

7. Considering the aforesaid submissions made by the Parties, it is directed that the Suit is decreed in favour of the Plaintiff and against Defendant No. 1 in terms of Prayer Clause (A) of this Suit. As regards Prayer Clause (B) of the Suit, the learned Counsel for Defendant No. 1 undertakes that Defendant No. 1 is not in possession of any product bearing the Plaintiff's Mark 'LOTUS'. In view of the said undertaking, it is directed that in case Defendant No. 1 is in possession of any products bearing the Plaintiff's Mark 'LOTUS' or any other Mark identical or deceptively similar to the said Mark, the same shall be destroyed immediately.

8. Let the Decree Sheet be drawn up accordingly.

9. The present Suit is disposed of with the aforesaid directions. All



pending Applications also stand disposed of.

10. In view of the fact that the matter has been settled at an early 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. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

SEPTEMBER 22, 2025/sms