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

+ **CS(COMM) 924/2023 & O.A. 243/2025**

HAVELLS INDIA LIMITED & ANR.Plaintiffs

Through: **Mr. Kunal Vats and Mr. Rajit Ghosh,**
Advs.

versus

COSMIC COMMUNICATION & ORS.Defendants

Through: **Mr. Anuj Saxena, Mr. Harsh Saxena,**
and Mr. Manan Malik, Advocates for
D-1 & 2
D-2 in person
Mr. Vivek Ayyagiri with Mr. Manas
Raghuvanshi, Advocate for D-3

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

23.12.2025

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O.A. 243/2025

1. This is an appeal filed by the defendant no. 3 impugning the order dated 21.11.2025 passed by the learned Joint Registrar (J) rejecting its application for deletion.
2. Learned counsel for the plaintiff and defendant nos.1 and 2 appear on advance service, and they state that the said parties have arrived at a settlement and the suit itself has been taken on board.
3. With the consent of the parties, the captioned suit itself is taken on board, and since the suit has been decreed, learned counsel for defendant no. 3 states that he is not pressing this appeal any further.



4. The appeal is disposed of as withdrawn.

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5. Learned counsel for defendant nos. 1 and 2 has handed over a sheet and states the suit be disposed of in terms thereof. The sheet reads as under:

“Defendants shall suffer a decree in terms of Prayer No. 90 (a), (b) and (d) of the Plaint,

Defendants No. 1 and Defendant No. 2, undertake that upon being notified by the Plaintiff (or its counsel), it shall ensure the removal of all listings of the impugned products under the marks ‘HEVALLS’/ ‘HEVALLS 360 DEGREE’ from all e commerce platforms and social media platforms within a period of 48 (forty-eight) hours, wherever such listings are found to be originating from the IDs/accounts operated, owned, or controlled by Defendant No. 1 and/or Defendant No. 2.

Defendant No.2 shall withdraw its Trademark Application bearing no. "5986817" for the mark HEVALLS 360, and all other applications (if any) filed for similar marks.

Defendant Nos. 1 and 2 agree to pay damages of Rs. 5,00,000/- (Rupees Five Lakh Only) in favour of the Plaintiff.”

6. Defendant no. 2 is present in Court and has been identified by the learned counsel for the Defendant, and he confirms that he has agreed to the aforesaid settlement.

7. Learned counsel for defendant nos. 1 and 2 has handed over a demand draft for a sum of Rs. 5 lakhs to the counsel for the plaintiff.

8. Learned counsel for defendant nos. 1 and 2 states that defendant no. 2 will file an affidavit to the effect of his statement recorded in the order today.

9. Learned counsel for the plaintiff states that in view of the aforesaid statement of defendant nos. 1 and 2 and the receipt of payment of Rs. 5



lakhs, the suit itself may be decreed.

10. Learned counsel appearing for defendant no. 3 submits that defendant no. 3 has agreed to remain bound by the directions issued vide order 23.01.2024. He states that defendant no. 3 has agreed that the suit be disposed of vis-à-vis defendant no. 3 in the following terms:

“Defendant No. 3 shall suffer a decree in terms of Prayer 90 (e) of the Plaintiff;

Defendant No. 3 shall continue to abide by the directions passed by this Hon'ble Court vide order dated 23.01.2024, especially paragraph no. 4 thereof. In the event, Plaintiffs discover any future listings of the products of Defendants No.1 & No.2 on Defendant No.3's platform, the same shall be taken down/removed by Defendant No.3 forthwith, as and when the same is identified and intimated to Defendant No.3 (or to their counsels). Such future listings shall be communicated to the following e-mail addresses;

(b) sneha@saikrishnaassociates.com
(c) manas@saikrishnaassociates.com”

11. This Court has heard the learned counsels for the parties. The submissions advanced on behalf of all the parties are taken on record.

12. In view of the consensus arrived at between the parties, a decree of permanent injunction is hereby passed in favour of the Plaintiff and Defendant Nos. 1 and 2, in terms of prayer clauses 90(a), 90(b), and 90(d) of the plaint.

13. In light of the Plaintiff having received a sum of ₹5,00,000/- (Rupees Five Lakhs Only) from defendant no. 2, all other monetary reliefs claimed in the suit stand fully satisfied and are accordingly disposed of.

14. Defendant No. 2 is directed to file an affidavit in compliance with the aforesaid directions, during the course of the day.



15. Defendant No. 3 shall remain bound by the statement recorded hereinabove. Consequently, the suit stands decreed against Defendant No. 3 in terms of the said statement and in accordance with prayer clause 90(e) of the plaint.
16. With the aforesaid directions, this suit, along with pending applications (if any), stands disposed of.
17. Registry is directed to draw up a decree in terms of this order.
18. Pending applications stand disposed of.
19. All future dates stand cancelled.
20. 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 the order shall be insisted upon by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

DECEMBER 23, 2025/msh