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

+ **CS(COMM) 970/2024**

**M/S MITTAL ELECTRONICS THROUGH ITS PARTNER MR.
AKHIL AGGARWAL**Plaintiff

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

versus

**MR. SATAPARA VIJAYBHAI BHIKHABHAI @ VIJAY
PRAJAPATI TRADING AS SHREE GANESH INDUSTRIES**
.....Defendant

Through: Mr. Puneet Ahuja, Advocate

**CORAM:
HON'BLE MR. JUSTICE SAURABH BANERJEE**

% **ORDER**
05.05.2025

I.A. 11166/2025-(Application filed under Order XXIII Rule 3 read with Section 151 of the CPC)

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (**CPC**) filed on behalf of the plaintiff and the defendant seeking a consent decree based on the terms of settlement as mentioned in paragraph 3 of the present application, which are reproduced as under:-

“3. That, thereafter, the Defendant approached the Plaintiff with the intention to amicably settle the matter and the Plaintiff agreed to the same. Accordingly, the Plaintiff has proposed the terms of settlement, which have been accepted by the Defendant and both parties have arrived at

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a consensus for amicable settlement of all pending disputes between them, on the terms and conditions as detailed below:

- i. *The Defendant hereby acknowledges that all rights, title, interest, and goodwill in the trademark SUJATA*

/  ; including variants thereof, belong exclusively to the Plaintiff, and no other party has any right in the said trademarks. The Defendant acknowledges that the said trademark of the Plaintiff has become well-known trademark in India.

- ii. *The Defendant tenders an unconditional apology to the Plaintiff for violating the intellectual property rights of the Plaintiff in its aforesaid trademarks, for infringing the Plaintiff's registered trademarks and for passing off his own products as that of the Plaintiff, and for causing financial as well as reputational loss to the Plaintiff.*

- iii. *The Defendant hereby unequivocally undertakes before this Hon'ble Court that henceforth, the Defendant, as well as any person acting for or on his behalf, shall not deal in or use in any manner whatsoever, or offer any services, or manufacture / sell any product*

bearing mark  or any mark visually, phonetically, or structurally identical or deceptively similar to the Plaintiff's trademarks SUJATA / .

- iv. *The Defendant undertakes that he shall not take any step to revive his trademark application bearing no. 5227142 filed by him for registration of the mark*



. The aforesaid trademark application

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has already been withdrawn by the Defendant by filing "Letter of Withdrawal" dated 26.11.2024 before the Trade Mark office. The Defendant further undertakes that he shall never file any application for registration of any mark visually, phonetically, or structurally identical or deceptively similar to the

Plaintiff's trademarks **SUJATA** / 

v. The Defendant declares that all listings of any

products under the mark  on any website or social media platform have been taken down / deleted by the Defendant. In case any such listing or mention of the said mark is found by the Plaintiff after the execution of this application, then the Defendant shall take immediate steps to get the same deleted and removed within 48 hours of being notified by the Plaintiff.

vi. The Defendant further declares that he has destroyed all labels, goods, stationery, hoardings, plates, signages and all other articles bearing the mark



and he does not possess any such articles or goods with him anymore.

vii. The Defendant has undertaken to pay to the Plaintiff an amount of Rs. 2,50,000/- as costs of the settlement. The Defendant has paid the aforesaid amount of Rs.250,000/- as follows:

S. No.	Demand Draft's details	Amount
1	DD No.501405 issued by ICICI Bank	Rs.150,000

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2	DD No. 501410 issued by ICICI Bank	Rs.100,000
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viii. *The Defendant hereby undertakes to pay the Plaintiff an amount of Rs. 10,00,000/- (Rupees Ten Lacs only) as liquidated damages, in case of any breach of the aforesaid undertakings given by the Defendant. In such an event, the Plaintiff shall also have the right to take appropriate legal action against the Defendant for further reliefs, in accordance with law.*

ix. *In consideration of the abovementioned undertakings by the Defendant, the Plaintiff has agreed to forego its claim for rendition of accounts, delivery up, damages, and costs as prayed under paragraphs 40 (iii), (iv), (v), and (vii) of the Plaint.*

x. *The parties hereby agree that all pending disputes between the parties in this regard stand settled. All the terms of the present settlement for amicable resolution of all pending disputes have been agreed voluntarily by the Plaintiff and the Defendant, without any coercion or undue influence."*

2. The present application is duly supported by affidavits of the authorized representatives of the plaintiff and the defendant.

3. Learned counsels of the parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in paragraph 3 of the present application.

4. This Court has perused the terms of settlement as recorded *inter-se* the plaintiff and the defendant and finds them to be lawful.

5. In view thereof, the present application is allowed and disposed of.

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6. The learned counsel appearing for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendant, prays that since the dispute *inter se* them have been settled, he would not press for the other applications.

7. Learned counsel for the plaintiff prays that since the disputes between the parties have been settled amicably in terms of the Settlement Agreement hence the court fees paid by the plaintiff be refunded in terms of *Section 16* of The Court Fees Act, 1870.

8. This Court is of the view that since the disputes between the parties have been amicably settled and in view of the prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is deemed justifiable.

9. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.

10. Accordingly, the present suit is decreed in terms of the settlement as reproduced in paragraph 1 hereinabove.

11. The plaintiff and the defendant shall remain bound by the terms of settlement as reproduced in paragraph 1 hereinabove.

12. Registry is directed to draw up Decree sheet accordingly.

13. In view of the terms contained hereinabove, the Registrar of the Trade Marks is requested to assist the parties in furtherance of paragraph 3 (iv) of the application bearing no. I.A. 11166/2025 within a period of four weeks.

14. Needless to mention, the aforesaid terms as reproduced in paragraph 1 hereinabove, shall form a part of the decree sheet.

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15. Accordingly, in view of the above, the present suit stands disposed of.
16. The date already fixed stands cancelled.

SAURABH BANERJEE, J

MAY 5, 2025/So

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