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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **C.O. (COMM.IPD-TM) 242/2025 & I.A. 24779/2025**
VRB CONSUMER PRODUCTS P. LTD.Petitioner

Through: Ms. Diksha Tekriwal and Mr. Sachin Gupta, Advocates.

versus

CAPITAL FOODS P. LTD. & ANR.Respondents

Through: Mr. Dhruv Anand, Mr. Rohil Bansal, Mr. Dhananjay Khanna and Mr. Chirayu Prahlad, Advocates for R1.
Ms. Nidhi Raman, CGSC with Mr. Om Ram and Mr. Arnav Mittal, Advocates for R2.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

04.12.2025

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I.A. 30320/2025

1. This is a joint Application filed on behalf of the Petitioner and Respondent No. 1 under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The Parties have submitted that during the pendency of the present Suit, the Petitioner and Respondent No. 1 have agreed to amicably resolve and settle the dispute in accordance with the Settlement Terms as under:

“a. The Petitioner acknowledges the Respondent No. 1 to be the sole proprietor of the registered and well-known trademark and brand SCHEZWAN CHUTNEY, bearing trademark registration no. 2431851 in class 30 and also of the artworks associated with the unique, peculiar and distinctive packaging of its said SCHEZWAN CHUTNEY branded products which are given below and are also subject matter of the copyright registration no. A-149563/2023 dated 08.12.2023 (hereinafter called the Respondent No. 1's IP).



; and

b. That going forward, the Petitioner undertakes to never use the Respondent No. 1's registered and well-known trademark / brand SCHEZWAN CHUTNEY or any other mark/ brand / packaging that may be deceptively similar to the Respondent No. 1's IP in any form or manner. However, Petitioner shall be free to use non-contentious and commonly used product descriptors such as 'Schezwan Dip', 'Schezwan Sauce', 'Schezwan Paste', 'Schezwan Spread', 'Schezwan Chunky' or any other bona fide descriptive variants that are not deceptively similar to the Respondent No. 1's trade mark SCHEZWAN CHUTNEY; and

c. That going forward, the Petitioner undertakes to change the name of the impugned products (mentioned in paragraph 2 hereinabove) to "SPICY SCHEZWAN CHILLI CHUNKEY" as given below, so as to avoid any similarity or confusion with the Respondent No. 1's IP in any form or manner; and



d. That the Petitioner states that they have not obtained any registration(s) or applied for registering the artwork associated with the packaging of its impugned products (mentioned in paragraphs 2 hereinabove) and / or the trademark SCHEZWAN CHUTNEY and / or any other trademark(s) which may be deceptively similar to or identical with the Respondent No. 1's IP before the Indian Trade Marks Office or any other authority; and

e. That going forward, the Petitioner undertake not to obtain any registration(s) or apply for registering the artwork associated with the packaging of its impugned products (mentioned in paragraphs 2 hereinabove) and / or the trade mark SCHEZWAN CHUTNEY and /



or any other trade mark(s) which may be deceptively similar to or identical with the Respondent No. 1's IP before the Indian Trade Marks Office or any other authority; and

f. The Petitioner undertakes to remove all references to the Respondent No. 1's registered and well-known trademark SCHEZWAN CHUTNEY and the impugned products (mentioned in paragraphs 2 hereinabove) from all online / offline platforms within 7 days of signing the present settlement agreement to the extent such removal lies within the Petitioner's control. In the event any reference or trace remains online, the Respondent No. 1 shall intimate the same to the Petitioner, whereupon the Petitioner shall remove it within seven (7) working days. If any such content is hosted or maintained by third parties over whom the Petitioner has no control, the Petitioner shall inform the Respondent No. 1 accordingly and shall further endeavour to request such third parties to remove the said content; and

g. The parties agree to get the suit pending before the Ld. Commercial Court at Margao, Goa being Commercial Suit No. 2/2023/1 also decreed in terms of the present settlement agreement; and

h. The Parties agree that the present petition be disposed off in terms of this settlement agreement.”

3. In view of the above, the Parties have requested that the Suit may be decreed in terms of the aforesaid Settlement Terms.
4. Accordingly, the Parties are directed to comply with the Settlement Terms as agreed between them. The Suit is decreed in terms of the Settlement Terms agreed between the Parties.
5. Let the Decree Sheet be drawn up accordingly.
6. The Suit is disposed of in the aforesaid terms. The pending Applications also stand disposed of.
7. The next date before the Court stands cancelled.

TEJAS KARIA, J

DECEMBER 4, 2025/sms

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