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

+ CS(COMM) 994/2024 & CAV 548/2024, I.A. 44541/2024, I.A. 44542/2024, I.A. 44543/2024, I.A. 44544/2024, I.A. 44545/2024, I.A. 44546/2024, I.A. 48100/2024

SHIVANI ARORA

.....Plaintiff

Through: Mr. Sachin Gupta, Mr. Rohit Pradhan,
Ms. Prashansa Singh, Mr. Ajay
Kumar, Mr. Adarsh Aggarwal, Ms.
Archana, Advocates (M:9811180270)

versus

DEEPAK NIJHAWAN & ANR.

.....Defendants

Through: Mr. Vedit Gupta, Advocate for D-1,
along with D-1 in person
(M:9910995511)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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10.01.2025

1. Learned counsels for both the parties jointly submit that though the matter could not be settled before the Mediation Centre, however, the parties have settled the matter out of the Court.
2. Learned counsel appearing for the plaintiff has handed over a copy of the settlement between the parties in Hindi, as well as with English translation.
3. Learned counsel for the defendants confirms the terms of settlement and submits that the matter can be disposed of on these terms.
4. Likewise, learned counsel for the plaintiff also submits that the matter be disposed of in terms of the settlement between the parties.
5. The documents handed over before this Court, are taken on record.



6. As per the documents handed over before this Court, the parties have mutually agreed to the following terms:

- I. Deepak Nijhawan will pay an amount of Rs. 12,48,721/- by 30th April 2025 to Shivani Ji.
- II. The Brand NEXTGEN and its logo will belong to Shivani Ji. Deepak Ji will sell the current stock of the same brand until 31st May 2025.
- III. Deepak Ji has created a new brand called “NxtEra” and Shivani Ji has no objections to it.
- IV. In the future, Deepak Ji will not use the brand name “NextGen” or as a corporate name.
- V. Deepak Ji can bill the products of “NextGen Mobile Innovate” until 31st March 2025. After this, he will create his own firm.
- VI. Both parties have agreed that, from today onward, neither will file any complaint in the police, court, or Trade Marks Office regarding the disputes between them. Both parties will not pursue any legal proceedings against each other in the future.
- VII. The amount decided above is the full and final settlement.
- VIII. Both parties will not interfere in each other’s work in the future.

7. Both the parties are held bound by the terms and conditions of the aforesaid settlement.

8. Learned counsel for the plaintiff has also handed over documents showing packaging of the plaintiff as well as the defendants. He submits that the packaging adopted by the defendants is deceptively similar to the packaging of the plaintiff. The same is reproduced as under:



Packaging of the plaintiff:



Packaging of the defendants:





9. Learned counsel for the defendants, upon instructions, submits that the outer packaging of the product shall be changed and he shall adopt a different color combination, which shall not be identical or deceptively similar to the packaging of the plaintiff.
10. The defendants are held bound by the aforesaid statement.
11. Learned counsel for the defendants also undertakes that the cancellation petition for the mark of the plaintiff that has been filed by the defendants, shall be withdrawn.
12. Accordingly, it is directed that as and when requisite applications for withdrawal of the applications pending before the Trade Marks Registry are filed by the defendants, expeditious steps shall be taken by the Registry.
13. Let decree sheet be drawn up in the aforesaid terms.
14. Learned counsel for the plaintiff submits that since the parties have settled the matter, Court Fees be refunded.
15. Considering the fact that the parties have settled the matter, direction is issued to the Registry of this Court to issue a certificate of Refund of Full Court Fees to the plaintiff.
16. Accordingly, the present suit, along with pending applications, stands disposed of.

MINI PUSHKARNA, J

JANUARY 10, 2025

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