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

+ **CS(COMM) 1036/2024 and I.A. 45738/2024**

ASTRAL LTD

.....Plaintiff

Through: Mr. Rohit Pradhan and Mr. Sachin
Gupta, Advocates.

versus

ASTRAL INTERNATIONAL P LTD

.....Defendant

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

18.03.2025

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1. This suit was filed on behalf of the Plaintiff seeking a decree of permanent injunction against the Defendant and its authorised representatives, etc. from selling, offering to sell, advertising etc. its products under the label mark 'ASTRAL' and/or using 'ASTRAL' as trade mark/trade name/corporate name or any other trademark deceptively similar to Plaintiff's trademark 'ASTRAL', amounting to infringement as also passing off Defendant's goods along with damages.

2. During the pendency of the present suit, the parties have arrived at an amicable settlement of their disputes before the Delhi High Court Mediation and Conciliation Centre and have executed a settlement agreement dated 05.03.2025, incorporating the terms of settlement. Copy of the settlement agreement has been placed on record. Relevant terms of settlement are extracted hereunder, for ready reference:-



“1. The Defendant agrees to cease the use of the term “ASTRAL” as a



trade name and in the Impugned Mark (“

2. The Defendant shall retain the corporate name “Astral International Private Limited” but agrees that the term “ASTRAL” and the Impugned Mark shall not appear on goods, packaging, promotional materials, or any consumer-facing platforms including its own website. The use of the term “ASTRAL” or the Impugned Mark in legal or statutory documentation shall be permitted only until such documents remain valid. Upon expiry, the Defendant agrees to exclude the term “ASTRAL” and the Impugned Mark from any renewed or newly issued documentation, thereby ensuring the eventual elimination of their use.

*3. The Defendant agrees that its current website, **astralint.com**, shall be redirected to another website that does not contain the term “ASTRAL” in any manner, except as part of the Corporate Name. During this transition period, the Defendant shall take all necessary steps to migrate its online presence to the new website and ensure that no reference to “ASTRAL” remains in any digital assets. The redirection and transition shall be completed within **eight (8) months** from the date of execution of this Settlement Agreement.*

4. The Defendant shall not be required to recall, withdraw, or halt the circulation or sale of books and stock-in-trade already printed, sold, or currently under printing that contain the word “ASTRAL” in the Impugned Mark. This includes, but is not limited to, books distributed to third parties, retailers, wholesalers, and other intermediaries in the supply chain. The Defendant shall not bear any liability or responsibility for any stock already in circulation or in possession of third parties.

5. The Defendant shall withdraw its application for registration of the mark “Astral Publishing Authors Across the Globe” label with Star device filed under no. 4691076 dated 07.10.2020 within four (4) weeks of execution of this Settlement Agreement.

6. The Plaintiff agrees that the Defendant may continue its contractual relationships with third parties established under the trading name ASTRAL or/and, with impugned mark without any legal impediment, as long as the same is not visible to the consumers. However, upon the expiry or termination of such contractual terms, the Defendant agrees to cease



all use or reference to the term ASTRAL in any manner whatsoever.

7. The Plaintiff shall not initiate any new legal proceedings against the Defendant based on historical usage of the “ASTRAL” mark prior to the date of this Agreement.

8. In view of the undertakings, assurances, and declarations made between the parties, the Plaintiff agrees to forgo its claim against the Defendant on account of infringement, damages, and legal costs as sought in the plaint.

9. This Settlement Agreement is entered into without any admission of liability, fault, or wrongdoing by the Defendant, which is expressly denied and also does not prejudice the rights and contentions available to the Plaintiff. The settlement is made solely to avoid the time, expense, and uncertainty of further litigation.

10. In case of unforeseen operational difficulties, the Defendant may request an extension of up to one (1) additional month to fully comply with the requirement to cease the use of “ASTRAL” subject to written notice to the Plaintiff.

11. The Plaintiff agrees not to interfere, directly or indirectly, with the Defendant’s business operations, relationships with vendors, customers, and partners, or any future business activities conducted under a new trademark or name, provided that such adopted mark shall have no reference to the Plaintiffs trade mark ASTRAL.

12. Any disputes arising out of or related to this Settlement Agreement shall first be attempted to be resolved through good-faith negotiation between the parties. If unresolved, the dispute shall be adjudicated/decided by the competent court, explicitly excluding arbitration.

13. The Parties shall pray before Hon'ble Court that the present suit bearing CS (COMM) No. 1036 of 2024 may be decreed in terms of the present Settlement Agreement.

14. By signing this Settlement Agreement, the parties state that they have no further claims or demands against each other regarding the present suit and have settled their disputes amicably through the process of Mediation.

15. The Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions as set out in the Settlement Agreement and not to dispute the same hereinafter in the future.

16. The parties undertake to present themselves before this Hon'ble Court during the Court hearing confirming the terms of the Settlement Agreement.”



3. Court has perused the terms of settlement and finds the same to be lawful.
4. Accordingly, the suit is decreed in terms of the settlement between the parties. The settlement agreement shall form a part of the decree and bind the parties thereto.
5. Registry is directed to draw up the decree sheet. Certificate of refund of 50% of the Court Fee shall be issued in favour of the Plaintiff.
6. Suit stands disposed of along with pending application.

JYOTI SINGH, J

MARCH 18, 2025

B.S. Rohella