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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1161/2025**
TATA SONS PRIVATE LIMITEDPlaintiff

Through: Mr. Dhruv Anand, Mr. Rohil Bansal
and Mr. Chirayu Prahlad, Advocates.

Versus

MARTUJ ALI & ANR.Defendants

Through: Mr. Deepak Singhal, Advocates for
D1 & D2.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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05.12.2025

I.A. No. 30454/2025

1. This is a Joint Application filed on behalf of the Plaintiff and the Defendants under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The learned Counsel for the Plaintiff and the learned Counsel for the Defendants submit that during the pendency of the Suit, the Parties have amicably resolved their disputes and have agreed to settle the matter on the following terms:

*“a. The Defendants acknowledge the Plaintiff to be the sole proprietor of the well-known mark and brand ‘TATA’ / **TATA** and all IP rights associated therewith.*

b. That the Defendants acknowledge that the trademark ‘TATA’ / of the Plaintiff is a well-known and famous trademark and brand.

*c. That the Defendants apologize to the Plaintiff for unauthorizedly using their well-known trademark and brand ‘TATA’ / **TATA** on their products by writing the Plaintiff’s registered and well-known trademark TATA’ / **TATA** in three different languages on their*



impugned products, being English, i.e.  ; Hindi i.e.



; and Bengali, i.e.  .

d. That the Defendants hereby undertake that going forward, they shall never unauthorizedly use the Plaintiff's registered and well-known mark TATA /  or any other mark which may be deceptively similar thereof, in any form or manner, either themselves or through anyone else acting for and on their behalf.

e. That the Defendants undertake to withdraw all online / offline listings pertaining to the impugned products within 7 days of signing the present application.

f. The Defendants also undertake to destroy all impugned packaging in their possession bearing the Plaintiff's registered and well-known mark TATA /  or any other mark which may be deceptively similar thereof, in any form or manner, within 7 days of signing the present application.

g. That the Plaintiff acknowledges that the Defendant No. 1's



device mark i.e.  bearing TM application number 1199640, was declared 'Abandoned' by the Trade Marks Registry vide order dated 27th November 2015. The Defendants undertake to not challenge the aforesaid Abandonment order dated 27th November 2015 and further undertake to never apply for any trade mark containing the Plaintiff's registered and well-known trade mark 'TATA' /  or any deceptively similar mark thereof in any form or manner. h. The Defendants further undertake



*that they will abide by the terms of the instant settlement agreement, and that if they are ever found to be in violation of the same due to unauthorized use of the Plaintiff's registered and well known trade mark 'TATA' / **TATA** or any other deceptively similar mark thereof in any form or manner, the Defendants shall pay the Plaintiff damages of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) for each such instance of violation.*

i. Subject to the Defendants' strict adherence to all the settlement terms mentioned hereinabove, the Plaintiff agrees not to press for the rendition of accounts, damages, and costs as prayed for in the prayer paragraph no. 46 (e), (f), and (g) of the plaint.

j. The Parties agree that the suit be decreed in terms of this settlement."

3. In view of the above, the Plaintiff and the Defendants pray that the Suit be decreed in favour of the Plaintiff and against the Defendants in terms of the above Terms of Settlement.

4. The Plaintiff and the Defendants are directed to be bound by the Terms of the Settlement and the Suit is decreed qua the Defendants in the aforesaid terms.

5. The Application stands disposed of.

CS(COMM) 1161/2025

6. In view of the order passed in I.A. No. 30454/2025, the Suit is decreed against the Defendants.

7. Let Decree Sheet be drawn up accordingly against the Defendants and in favour of the Plaintiff.

8. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter has been settled at an initial stage.

9. In view of the fact that matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

CS(COMM) 1161/2025

Page 3 of 4



10. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

11. Accordingly, the Suit stands disposed of.

12. The next dates before the Court and the learned Joint Registrar stand cancelled.

TEJAS KARIA, J

DECEMBER 5, 2025

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