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

+ **CS(COMM) 1048/2024 & I.A. No. 2713/2025**

M/S MITTAL ELECTRONICS

.....Plaintiff

Through: Mr. Manish Biala, Advocate.
(M): 9810333571
Email: manish@anandandanand.com

versus

**M/S SARASWATI CABLE INDUSTRIES AND
ANR.**

.....Defendants

Through: Mr. Puneet Ahuja, Advocate.
(M): 9999054886
Email: advpuneetahuja@gmail.com

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

**ORDER
31.01.2025**

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I.A. No. 2713/2025 (Joint application on behalf of the plaintiff and the defendants)

1. The present joint application has been filed under Order XXIII Rule 3, read with Section 151 of the Code of Civil Procedure, 1908 ("CPC).
2. The present suit has been filed by the plaintiff seeking permanent injunction restraining infringement of trademarks and passing off with respect to the plaintiff's trademarks SUJATA, along with rendition of accounts, delivery up, damages etc.
3. Vide order dated 29th November, 2024, this Court had passed an *ex-parte* order of interim injunction, in favour of the plaintiff and against the



defendants.

4. Subsequently, the defendants approached the plaintiff with the intention to settle the matter and the parties have now arrived at a consensus for amicable settlement of all pending disputes between them. The terms of settlement are contained in Para 3 of the present application.

5. Learned counsels appearing for the parties jointly submit that the settlement has been reached between the parties independently and without any coercion. They jointly submit that the suit can be decreed in terms of the settlement between the parties.

6. This Court has perused the terms of the settlement and finds the same to be lawful.

7. The parties are held bound by the terms of the settlement.

8. In terms of settlement between the parties, the defendants have acknowledged that all the rights, title, interest and goodwill in the trademark

SUJATA 

SUJATA/ , including variants thereof, belong exclusively to the plaintiff, and no other party has any right in the said trademarks. Further, the defendants have also paid to the plaintiff an amount of ₹ 2,50,000/- as costs of settlement.

9. It is further submitted that in terms of the settlement between the parties, the relative of the defendant has already filed a withdrawal letter dated 26th November, 2024 with the Registrar of Trademarks for withdrawal of application no. 5896643 in Class 9 in the name of Sh. Sahil Aggarwal.

10. It is submitted that the said application is still pending and the same is still not being shown as withdrawn.



11. The Registrar of Trademarks is directed to expeditiously process and pass requisite orders in the withdrawal letter dated 26th November, 2024 for withdrawal of the application no. 5896643 in Class 9 in the name of Sh. Sahil Aggarwal.
12. Accordingly, the suit is decreed in favour of the plaintiff and against the defendants in terms of the settlement terms between the parties, which are contained in Para 3 of the present application, which shall form part of the decree.
13. Considering the fact that the parties have arrived at a settlement, the Registry of this Court is directed to issue a certificate of refund of Court Fees in favour of the plaintiff.
14. Let decree sheet be drawn up.
15. The present suit, along with the pending application, stands disposed of.
16. The next date of hearing of 15th April, 2025, stands cancelled.

MINI PUSHKARNA, J

JANUARY 31, 2025

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