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

+ **CS(COMM) 1189/2025**

GREAVES COTTON LIMITED

.....Plaintiff

Through: Ms. Archana Sahadeva, Mr. Harshit
Bhoi and Ms. Shiwangi Singh,
Advocates.

versus

GREAVES ELECTRICALS & ANR.

.....Defendants

Through: Appearance not given.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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01.12.2025

I.A. 29911/2025

1. This is a joint Application on behalf of the Parties under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The learned Counsel for the Parties submit that during the pendency of the present Suit, the Parties have amicably resolved the dispute. The Terms of the Settlement agreed between the Parties are as under:

“a) The Defendants or anyone acting for or on their behalf, either directly or indirectly, acknowledges that the Plaintiff is the prior adopter, user and the registered proprietor of the well-known trade mark/ trade name/ house mark ‘GREAVES’ which was first adopted and used by the Plaintiff since 1859 internationally and since 1922 in India.

b) The Defendants acknowledge that the Plaintiff is the prior adopter and the registered proprietor of the trade mark GREAVES and other GREAVES formative trade marks, details of which are provided in para 7 of the plaint.

c) The Defendants acknowledge that the Plaintiff’s prior adopted,



registered and well-known trade mark/ trade name/ house mark viz. GREAVES, is distinctive and well-known in accordance with Section 2(1)(zg) of the Trade Marks Act, 1999.

d) Defendants or anyone acting for or on their behalf, either directly or indirectly, undertakes never to challenge the Plaintiff's proprietary and exclusive rights in its prior adopted and well-known trade mark/ trade name/ house mark 'GREAVES', anytime now or in the future, in respect of any products thereunder, in all classes and acknowledge the extensive goodwill and reputation garnered by the Plaintiff in its trade mark 'GREAVES'.

e) Defendants either directly or indirectly, itself or through any third party, undertake not to dispute or challenge the Plaintiff's rights in its trade mark 'GREAVES' and undertakes not to oppose any trade mark applications filed by the Plaintiff, for the said trade mark in any class, in the future.

f) Defendants undertake not to use, either directly or indirectly, in any act of commercially making, using, offering for sale, selling or importing, exporting or otherwise using the Impugned Trade Mark/ Name 'GREAVES', either as a trade mark or trade name or corporate name or firm's name or domain name or social media.

g) The Defendants confirm that they have already taken down its website viz. <https://greaveselectricals.com/> and further undertakes to refrain from using the said domain name or any other domain name consisting the Impugned Mark or any other mark which is identical or deceptively similar to the Plaintiff's prior adopted, registered and well-known trade mark GREAVES.

h) The Defendants confirm that while they shall not use the domain name viz. <https://greaveselectricals.com/> with immediate effect, the domain name is registered in favour of Defendant No. 2 till October 03, 2026. The Defendants therefore confirm that one week prior to the expiry of the domain name i.e. on or before September 26, 2026, the said domain name shall be transferred in favour of the Plaintiff by the Defendants. Costs of the transfer of the domain name in favour of the Plaintiff, if any, shall be borne by the Defendants.

i) Defendants have confirmed that all online presence, including but not limited to website / social media handles etc., comprising the Impugned Mark GREAVES has already been taken down. The



Defendants further undertake that they shall issue take down notices / emails, within one week from the signing of the present application, to all e-commerce, third-party websites/ online listings including but not limited to Flipkart, Amazon, IndiaMart, Meesho etc., which are marketing and/or selling any goods or offering any services bearing the Impugned Marks and/or any deceptively similar trade mark to that of the Plaintiff's prior adopted, well-known and registered trade mark 'GREAVES' and seek take down of the infringing listings.

j) Defendants agree and undertake to apply for cancellation/removal of the following trade mark registrations obtained by it, within a period of 1 week from the date of signing the present application and provide a confirmation of the same to the Plaintiff immediately, supported with adequate documentation.

Sr. No.	Application No.	Mark	Class
1.	2661145	GREAVES	9

k) The Defendants unconditionally undertake to withdraw the trade mark application filed by them for the mark GREAVES, under application no. 6282970 in Class 11 within a period of 1 week from the date of signing the present application and furnish copies of such withdrawal letters to the Plaintiff immediately.

l) Defendants agree and undertake to withdraw the rectification petitions filed against the Plaintiff's following trade mark registrations, within a period of 1 week from the date of signing of the present application:

Sr. No.	Application No.	Mark	Class
1.	2914301	GREAVES SOLAR/ GREAVES SOLAR	99 (9,11)
2.	2914302	GREAVES SOLAR/ GREAVES SOLAR	99 (9,11)



3.	5391013	POWER RAJA BY GREAVES	9
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m) Defendants, either directly or indirectly, itself or through any third party, further agree not to file / seek any trade mark, copyright, domain name registration of any other trade mark which is identical or deceptively or confusingly similar to the Plaintiff's prior adopted, registered and well-known trade mark viz. 'GREAVES' in any jurisdiction worldwide.

n) Defendants further confirm that no other trade mark or copyright application has been filed by them or is pending, as on date of signing the present application, for any mark is identical or deceptively similar to the Plaintiff's trade mark 'GREAVES'.

o) As of November 18 2025, the Defendants holds a stock of products under the Impugned Mark 'GREAVES', details of which are as under:

Sub Distribution Boards	12,000 pcs
Distribution Board	1,000 pcs
Fan down rods	1,000 pcs
Fan Clam ps	500 pcs

Plaintiff is agreeable to permit the Defendants to exhaust the aforementioned stock, on or before 6 months of the signing of the present settlement application. However, both parties agree and understand that no new batches would be manufactured by or on behalf of Defendants from the date of passing of the interim order dated November 07, 2025, under the Impugned Mark and that this period is merely for the purposes of exhausting the aforementioned stock, which was manufactured prior to the signing of the present application.

p) Defendants undertake that immediately upon signing of this Application, they shall not, whether directly or indirectly, advertise, promote, market, or otherwise create any publications for the products bearing the Impugned Marks and/or deceptively or confusingly similar to the Plaintiff's trade mark viz. 'GREAVES' through any medium whatsoever, including but not limited to print,



television, radio, digital platforms, social media, point-of-sale displays, or any other form of communication.

q) The Defendants further agrees to destroy all literature, packing materials including promotional material/advertisement, signboard/hoardings, stationary, catalogues, brochures, pamphlets, bills, books etc. bearing the Impugned Marks.

r) Upon the expiry of six months of the signing of the present application, the Defendants undertake to destroy all remaining unsold products from the aforementioned batches and no sale of products, either through online mode or through offline channels, under the Impugned Mark will be permitted post the expiry of the said period.

s) The above terms shall be binding upon and enforceable against the Defendants, as well as their respective directors, officers, employees, agents, successors, assigns, partners, family members and any affiliated or associated businesses or entities etc.

t) Defendants are agreeable to a decree of permanent injunction being passed in the matter, in pursuance to Prayer Clause 73(a), 73(b), 73(d) and 73(e) of the accompanying suit.

u) In view of the aforesaid, the Plaintiff agrees to give up its claims pertaining to a decree of damages, rendition of accounts of profits, costs and delivery up, as sought for in the present suit against the said Defendant, as specified in Para 73(f) and 73(h) of the Prayer Clause of the present suit.”

3. In view of the above, the Parties pray that the Suit may be decreed in terms of the aforesaid Settlement Terms agreed between them.

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. Let the Decree Sheet be drawn accordingly.

5. The Suit and all the pending Application(s) stand disposed of in the above terms.



6. The next date before the Court stands cancelled.
7. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.
8. In view of the fact that the 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.
9. 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.

TEJAS KARIA, J

DECEMBER 1, 2025

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