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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(COMM) 1144/2024 & I.A. 48712-48713/2024 I.A. 15416/2025**  
**HIMALAYA GLOBAL HOLDINGS LTD & ANR.**

.....Plaintiffs

Through: Mr. Vishal Nagpal, Ms. Suhrita  
Majumdar & Mr. Bal Krishan Singh,  
Advocates

versus

**VALAM LIFESTYLE PRIVATE LIMITED & ORS.**

.....Defendants

Through: Mr. Kunal Khanna, Advocate for D-1  
to D-3

**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**ORDER**

% **03.09.2025**

**CS(COMM) 1144/2024**

**I.A. 15416/2025(Application under Order VIII Rule 10 CPC seeking decree against defendants)**

1. The present application has been filed by the Plaintiffs under Order VIII Rule 10 of the Code of Civil Procedure, 1908 ('CPC') seeking decree against the Defendants.

1.1. The Plaintiffs contends that this Court vide order dated 18.12.2024 passed an ad-interim injunction order and summons were also issued to the Defendants. The Defendants were served with the Court summons via speed post on 26.12.2024 as recorded in the order dated 14.05.2025.

1.2. The Plaintiffs contends that the statutory period of 30 days for filing the written statement expired on 25.01.2025, when calculated from date of



service i.e., 26.12.2024. It is stated that statutory period of 120 days expired on 25.04.2025.

1.3. The rights of the Defendants to file written statement was closed on 14.05.2025.

1.4. It is stated that in these circumstances the Defendants are liable to be proceeded under Order VIII Rule 10 of the CPC.

**Prayer clauses (a), (b), (c), (d), (e) and (f)**

2. Learned counsel for the Defendants does not dispute the aforesaid submissions vis-à-vis service. He states that Defendants have no objection if a decree for permanent injunction in terms of prayer clauses 65 (a), (b), (c), (d), (e) and (f) is passed in favour of the Plaintiffs and against Defendants.

2.1. He prays however with respect to the relief of damages and rendition of accounts as well as costs, the Plaintiffs may accept a sum of Rs. 5 lakhs in full and final settlement.

3. In response, learned counsel for the Plaintiffs has taken instructions and submits that Plaintiffs are willing to accept the said amount i.e., Rs. 5 lakhs as full and final claim of its claims and costs.

4. The statements of the counsel for the parties are taken on record and they are bound down to the same.

5. In view of the aforesaid submission of the parties the suit for relief of permanent injunction is decreed in terms of the prayer clauses 65 (a), (b), (c), (d), (e) and (f) of the plaint.

6. Parties agree that as clarified at paragraph '47' of the order dated 18.12.2024, there will be no injunction on the Defendants' use of the mark



‘TryOnes’ i.e., ‘

**Prayer Clause (i)**

7. Learned counsel for Defendants states that defendants will file an affidavit making full disclosure of its existing stock in terms of order dated 18.12.2024 and more specifically directions issued at paragraph ‘46’ within one (1) week. He states that defendants will destroy its existing stock, if any, within a period of four (4) weeks from today and file an affidavit to this effect.

8. Learned counsel for the plaintiff states that the aforesaid suggestion of the defendant is acceptable.

9. The aforesaid submissions of the defendants are taken on record and they are bound down to the same. The relief sought at prayer clause (i) of the plaint stands disposed of in term thereof.

**Prayer clause (h), (j) and (k)**

10. In view of the submissions of the plaintiff and defendants, these prayers in the plaint are disposed of recording that defendants will pay a sum of Rs. 5,00,000/- to the plaintiff.

11. The Defendants are directed to pay Rs. 5 lakhs to the Plaintiffs within one (1) month from today. If Defendants fail to make payment as directed above, Defendants will be liable to pay Rs. 5 lakhs with interest at 10% per annum until the full and final payment.

**Prayer Clause (g)**

12. Prayer clause (g) is not being pressed by the plaintiff in these proceedings since a decree is passed under Order VIII Rule 10 of CPC,



while reserving its right to pursue the said relief in an appropriate forum.  
The said prayer clause is dismissed as withdrawn, with liberty reserved.

13. The registry is directed to draw up decree sheet accordingly.
14. Pending applications, if any, stand disposed of.
15. Future dates stand cancelled.

**MANMEET PRITAM SINGH ARORA, J**

**SEPTEMBER 3, 2025/mt**