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

+ **CS(COMM) 1156/2024 & I.A. 48942/2024**

DOMS INDUSTRIES PRIVATE LIMITEDPlaintiff

Through: Mr. Raghu Vinayak Sinha, Adv.

versus

NIKHIL KUMAR GUPTADefendant

Through: Mr. Siddharth Nair, Ms. Shreya Sunil Nair, Mr. Rohit Gour, Mr. Rajan Thakur and Mr. Aditya Dixit, Advocates with defendant in person

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER
23.09.2025

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I.A. 48942/2024

1. This is an application filed by the plaintiff under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908 ('CPC').
2. There is an ad-interim injunction order dated 19.12.2024 in force.
3. Mr. Siddharth Nair, learned counsel for the non-applicant/defendant states that the defendant has already withdrawn its TM application no. 6308943, which is the alleged cause of action in the plaint. He states that the defendant has not used the impugned mark  and therefore, he has no objection if injunction order dated 19.12.2024 is made absolute.
4. In view of the aforesaid submission of the defendant, the injunction order dated 19.12.2024 is confirmed.



5. With the aforesaid direction, this application stands disposed of.

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Directions qua written statement to be taken on record

6. Mr. Siddharth Nair, learned counsel for the defendant states that he has filed his written statement along with the affidavit of admission/denial of documents within 35 days from service of summons and has duly served the plaintiff.

6.1 He states that however, an objection was marked by the Registry since the reply to I.A. 48942/2024 was also filed with the same pleading and the registry directed that the pleadings need to be segregated.

6.2 He states that it is on account of these objections raised by the registry that the defects were marked that there is no other material defect in this.

7. Mr. Raghu Vinayak Sinha, learned counsel for the plaintiff confirms that he has received the copy of the written statement within 35 days from service of summons.

7.1 He, however, insists that since the defendant took some time to remove the defects marked by the registry, the written statement cannot be taken on record.

8. This Court finds no merit in the submissions of the plaintiff.

9. Keeping in view the fact that the written statement along with the affidavit of admission/denial of documents was filed within 35 days of the from service of summons and the text of the written statement as well as the affidavit of admission/denial of the documents has not been altered while removing objections, the delay of five (05) days in filing of the written statement is condoned.

10. The written statement filed by the defendant is directed to be taken on



record.

11. The plaintiff is directed to file its replication within thirty (30) days.

Decree in the present suit

12. Mr. Siddharth Nair, learned counsel for the defendant states on instructions from the defendant who is present in Court that the defendant is willing to suffer a decree of permanent injunction in terms of prayer clauses (a), (b), (c) and (d) of the plaint. He further prays that the suit may be disposed of in terms of the injunction order dated 19.12.2024.

13. Mr. Raghu Vinayak Sinha, learned counsel for the plaintiff state that in view of the stand taken by the defendant in its written statement that the

impugned mark  has never been used and the defendant undertakes to not use the said mark, the defendant is willing to forego its claim for damages and costs.

He however, states that he seeks liberty to withdraw prayer clause (e) of the plaint to pursue the appropriate proceedings *qua* the said relief before the appropriate forum.

14. The submissions of the plaintiff and defendant are taken on record.

15. In view of the no contest, the suit is decreed against the defendant in terms of the prayer clause (a), (b), (c) and (d) of the plaint.

Prayer clause (e) is dismissed as withdrawn with liberty reserved to the plaintiff and the remaining prayer clauses (f), (g) and (h) are dismissed as not pressed.

16. The registry is directed to draw up a decree in terms of the aforesaid directions.

Refund of court fee



17. At this stage, learned counsel for the plaintiff states that keeping in view the fact that the suit is still at a pre-trial stage. He prays for partial refund of the court fee.

18. In view of the submissions of the plaintiff where the *lis* has come to an end between the parties mutually and the suit is at the pre-summoning stage, the request for refund of 75% Court fees is accepted in terms of Sections 16 and 16A of the Court Fee Act, 1870 as applicable to Delhi and judgment of the Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam and Others**¹. The Registry is directed to issue a certificate for refund of 75% Court fees in favour of the plaintiff within four (4) weeks.

19. Pending applications are disposed of.

20. All future dates stand cancelled.

21. 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.

22. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J
SEPTEMBER 23, 2025/msh/MG

¹ (2021) 3 SCC 560.