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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1193/2024 & I.A. 49737/2024**
DCM SHRIRAM LIMITEDPlaintiff
Through: Mr. Shantanu Sahay, Mr. Swastik
Bisarya & Ms. Manvi Panwar,
Advocates.

versus

MR SANJAY TADADefendant
Through: Mr. Vaibhav Jairath & Mr. Sanchit
Suri, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
13.10.2025

I.A .25489/2025

1. This is an Application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. During the pendency of this Suit, the Plaintiff and Defendant have amicably settled the present dispute and in view of the same, the Defendant has executed undertaking on 10.05.2025 which is annexed to this Application as Document 'A'. The Parties have agreed as under:

“a. The Defendant acknowledges all legal rights (statutory and common law), title, interest and goodwill of the Plaintiff in the following trademarks and undertakes not to oppose, attempt to cancel or otherwise challenge the Plaintiff's following trademark registrations and applications:

S.No.	Trade Mark	Application No.	Class
1.	303	3368392	31
2.	Shriram 303	3678361	31
3.	Shriram Super 303	2546600	31



4.		4304647	31
5.		4304649	31
6.		4304648	31

b. The Defendant acknowledges all legal rights (statutory and common law), title and interest of the Plaintiff in copyright of its

original artistic work , as well as the green and white trade dress.

c. The Defendant further acknowledges that the Defendant has violated the above-mentioned intellectual property and common law rights of the Plaintiff by using the same in an unauthorized manner and tender their unconditional apology for their infringing acts. A comparison of the impugned manner of usage is given below:



Plaintiff's Registered Trade Marks/Trade Dress		Defendant's Impugned Marks and Usage
	1 2 3	

d. The Defendant undertakes that he would not violate the intellectual property and common law rights of the Plaintiff in any manner whatsoever, including by use, manufacture, sale, offer for sale, advertisement and/or direct or indirect use in any



manner bearing trademarks “303”, “



”, or any other mark which is identical or deceptively similar to any of the registered marks of the Plaintiff, for the products of inter alia “Agricultural Seeds” in class 31,

and the owner of copyright in its original artistic works or do any other act which amounts to passing off its goods as that of the Plaintiff or do any other act which amounts to dilution and tarnishment of the Plaintiff’s trade mark(s).



e. The Defendant undertakes and agree not to apply for registration of Plaintiff's associated marks or any mark similar thereto in respect of any goods and/ or services and in any other manner whatsoever, including but not limited to trade mark registrations, company name registrations, trade name registrations, social media accounts and domain name registrations.

f. The Defendant agrees and undertakes to destroy all infringing products etc. and any materials including without limitation letterheads, visiting cards, stationery, brochures, invoices, cartons, stickers, tickets, blocks, dies, labels, packaging and any other material bearing the impugned marks of the Plaintiff in the presence of Plaintiff's representative and Counsel.

g. The Defendant shall also seek approval from the Plaintiff for change of the packaging of the impugned wheat seeds products sold by me, evidencing restraint from use of Plaintiff's

trademarks “303”, “  ”, “  ” and “



” and its formative marks and any packaging identical to the green and white packaging of the Plaintiff, i.e., “



.”



h. The Defendant undertakes to share the proof of the above-mentioned packaging change within 15 days of the signing of the present undertaking.

i. The Plaintiff agrees that by virtue of the undertaking dt. 10.05 2025, all claims and allegations made by the Plaintiff as part of the present suit bearing CS(COMM) 1193/2024 shall stand settled and the suit shall stand decreed accordingly. The Plaintiff agrees and undertakes not to initiate any civil or criminal prosecution or institute any complaint against the Defendant in respect of any or all facts which constitute the whole or part of the cause of action of the present suit.”

3. In view of the above, the Parties have requested that the Suit may be decreed in terms of the above settlement terms. Let the Suit be decreed in terms of the settlement thereof and the Parties are directed to be bound by the terms of the settlement. Let the Decree Sheet be drawn up accordingly.

4. 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.

5. 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.

6. Accordingly, the Suit and all pending Applications stand disposed of.

TEJAS KARIA, J

OCTOBER 13, 2025/ 'A'