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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1203/2024 & I.A. 49815/2024**
WIPRO ENTERPRISES PRIVATE LIMITEDPlaintiff
Through: Mr. Ankur Sangal, Mr. Ankit Arvind
& Mr. Rishabh Rao, Advocates.
versus

WIPRO GAS SERVICE & ANR.Defendants
Through: Ms. Srishti Prabhakar & Mr. Nishant
Bishnoi, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
13.10.2025

1. The learned Counsel for the Parties submit that during the pendency of the Suit, the Parties have agreed to settle the dispute amongst them and the Defendants have filed an Affidavit dated 28.03.2025.
2. The learned Counsel for the Defendants submits that the said affidavit was filed on 02.05.2025 *vide* Dairy No. 3092298/2025. However, the same is under objection.
3. The Registry is directed to place the same on record without raising any objection.
4. The learned Counsel for the Parties have handed over a hard copy of the printout of this Affidavit which is taken on record.
5. The learned Counsel for the Parties submits that the Suit may be decreed in terms of the undertaking given on behalf of the Defendants, which is recorded in the said affidavit which is as under:

“i. That I agree and undertake that the Defendants will not sell, offer for sale, supply, advertise, export, import, directly or indirectly deal in any goods and services or in any manner use

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the trade mark/ trade name / corporate name “WIPRO”, or any other trade mark / trade name / corporate name as may be identical to or deceptively similar with the Plaintiff's trade mark “WIPRO”;

ii. That I acknowledge that the Plaintiff is the sole and exclusive proprietor of the well-known trade mark “WIPRO” and undertake that the Defendants by themselves or through any other person acting on behalf of the Defendants shall not challenge, or cause to challenge, the rights of the Plaintiff in the well-known trade mark / trade name “WIPRO”;

iii. That I undertake that the Defendants will transfer the domain name www.wiprogaasservice.com to the Plaintiff within 3 days from the date of signing of the present Affidavit and also undertake that the Defendants will not use or register any other domain name using the trade mark / trade name “WIPRO”, or any other trade mark / trade name / as may be identical to or deceptively similar with the Plaintiff's trade mark “WIPRO”;

iv. I undertake that the Defendants will forthwith withdraw the trade mark / copyright applications, if any, using the trade mark “WIPRO” or any other trade mark as may be identical to or deceptively similar with the Plaintiff's trade mark “WIPRO”. The Defendants also undertake not to file any trade mark or copyright applications using the trade mark “WIPRO” or any other trade mark as may be identical to or deceptively similar with the Plaintiff's trade mark “WIPRO” in future;

v. That the Defendants undertake to indemnify and hold the Plaintiff harmless against any claims, liabilities, suits or actions made/initiated by any third-party against the Defendants due to any breach of contract or otherwise;

vi. I understand that any failure to comply with the above-mentioned compliances shall result in legal consequences, including monetary penalties;”

6. The said Affidavit further states that the Defendants agreed that the Suit can be decreed against the Defendants in terms of the Prayers (a), (b), (c) and



(d) of the Plaintiff, which is reproduced hereunder:

“a. A decree of permanent injunction restraining the Defendants, their proprietors, partners or directors, as the case may be, their principal officers, servants, distributors, dealers and agents, and all others acting for and on behalf of the Defendants, from selling, offering for sale, supplying, advertising, directly or indirectly dealing in any goods and services under the trade mark / trade name “WIPRO” or any other trade mark / trade name which may be identical to or deceptively similar with the Plaintiff’s registered and well-known trade mark “WIPRO”, so as to cause infringement of the Plaintiff’s registered trade mark “WIPRO”;

b. A decree of permanent injunction restraining the Defendants, their proprietors, partners or directors, as the case may be, their principal officers, servants, distributors, dealers and agents, and all others acting for and on behalf of the Defendants, from selling, offering for sale, supplying, advertising, directly or indirectly dealing in any goods and services under the trade mark / trade name “WIPRO” or any other trade mark / trade name which may be identical to or deceptively similar with the Plaintiff’s well-known trade mark “WIPRO”, so as cause confusion or deception leading to passing off of the Defendants’ goods and services as those of the Plaintiff;

c. A decree of permanent injunction restraining the Defendants, their proprietors, partners or directors, as the case may be, their principal officers, servants, distributors, dealers and agents, and all others acting for and on behalf of the Defendants, from selling, offering for sale, supplying, advertising, directly or indirectly dealing in any goods and services under the trade mark / trade name “WIPRO” or any other trade mark / trade name which may be identical to or deceptively similar with the Plaintiff’s well-known trade mark “WIPRO”, so as cause unfair trade practice;

d. A decree of mandatory injunction directing the Defendants to take down the website/domain name www.wiproqasservice.com and to transfer the said domain name to the Plaintiff;”

7. In view of the above, the Suit is decreed in terms of the above undertaking as well as in terms of the Prayers (a), (b), (c) and (d) of the Plaintiff. Let the Decree Sheet shall be drawn up accordingly.



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.

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

TEJAS KARIA, J

OCTOBER 13, 2025/ 'A'