



\$~8

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1097/2018, CCP(O) 26/2019 & I.A. 1830/2020**
ANIL VERMAPlaintiff

Through: Mr. Mahabir, Mr. P.C. Arya, Mr. Nitish Kumar Singh & Mr. Amit Kumar Thakur, Advocates with Plaintiff in person.

Versus

R.K. JEWELLERS SK GROUP & ORS.Defendants

Through: Ms. Deepshikha Sarkar, Ms. Subhashree Sil & Mr. Ayush Tiwari, Advocates with Mr. Sahil Kohli, Director of the Defendant No. 1 in person.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

%

04.11.2025

1. The learned Counsel for the Parties submit that during the pendency of this proceedings, the Parties have been able to arrive at an amicable settlement on the following Terms of Settlement:

*“■ During the pendency of the present Suit, the Plaintiff and the Defendant No.1 to 3 [collectively terms as ‘Parties’], have agreed to settle their dispute in terms of the **paragraph no. 37 (a) and 38 of the Order 25.04.2019** passed by this Hon’ble Court in the Suit, reproduced hereinbelow:*

“37. All the above facts and the legal position support the case of the Plaintiff for grant of an interim injunction. In I.A.11678/2018 it is, accordingly, directed as under:

a. The Defendants are restrained from opening any new stores using the trademark 'CASH FOR GOLD or GOLD BUYERS'. There shall be no injunction in the use of the mark 'WE BUY GOLD';

b. Insofar as the existing 19 stores using the mark “CASH FOR



GOLD” as a trademark are concerned, since the said stores have been opened over the last few years, the Defendants are given six months' time to change the name/mark on the said stores to any mark which is not identical or similar to the mark 'CASH FOR GOLD' or 'GOLD BUYERS'.

38. The above injunctions, however, would not preclude the Defendants from using the words 'CASH', 'GOLD', 'BUYERS' to genuinely describe their business or services in a manner that does not constitute trademark use.”

- *Accordingly, the present Suit may be decreed in terms of the following:*
- a) *The Defendant No.1 to 3 are restrained from using the trademark “CASH FOR GOLD” or “GOLD BUYERS”.*
- b) *The above injunction, however, would not preclude the Defendants No.1 to 3 from using the words 'CASH', 'GOLD', 'BUYERS' to genuinely describe their business or services in a manner that does not constitute trademark use.*
- c) *There shall be no injunction on the Defendants No.1 to 3 in the use of the mark “WE BUY GOLD”.*
- d) *The Plaintiff has no objection to the Defendants’ use and registration of “24 Karat WE BUY GOLD” (whether in word form*



or in any artistic/logo representation such as /



-) and/or any other artistic or creative depiction thereof, including as a trade mark or domain name.*
- e) *Defendants shall not file or maintain any trade mark or copyright application in respect of the words “WE BUY GOLD” per se.*
 - f) *The Plaintiff agrees that a decree be drawn up as per the above terms and the Plaintiff agrees to give up the reliefs of costs,*



delivery up, damages and rendition of accounts as prayed under Prayer no. (c) to (f) of the Plaint.

g) The Plaintiff agrees to withdraw the following legal proceeding initiated by it:

S. No.	Case No.	Court	Filed By
1.	Anil Verma vs. Sahil Kohli Ct. Cases/0030911/2018 FIR No. 0291 dated September 25, 2018	Dwarka District Court	Anil Verma/ the Plaintiff

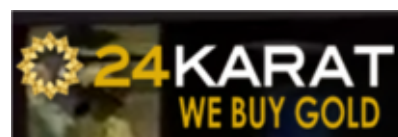
h) The Defendants agree to withdraw in terms of the present Settlement Terms the following pending litigation/proceedings initiated by the Defendant No. 1 to 3 against the Plaintiff :

S. No.	Case No.	Court	Filed By
1.	M/s Raj Jewellers SK Group vs. Anil Verma & Ors. CC No. 23486/2019	Ld. Metropolitan Magistrate at Saket Courts, New Delhi.	Ganpatraj Gold Pvt Ltd / Defendant No.1
2.	M/s Raj Jewellers SK Group vs. Anil Verma & Ors. CC No. 16181/19	Ld. Metropolitan Magistrate at Saket Courts, New Delhi.	Ganpatraj Gold Pvt Ltd / Defendant No.1
3.	M/s Raj Jewellers SK Group vs. Anil Verma & Anr. CO (COMM. IPD-TM) 279 of 2021	Delhi High Court	Ganpatraj Gold Pvt Ltd/Defendant No.1
4.	M/s Raj Jewellers SK Group vs. Anil Verma & Anr. CO (COMM. IPD-TM) 286 of 2021	Delhi High Court	Ganpatraj Gold Pvt Ltd/ Defendant No.1
5.	M/s Raj Jewellers SK Group vs. Anil Verma & Anr. CO	Delhi High Court	Ganpatraj Gold Pvt Ltd /



	(COMM. IPD-TM) 295 of 2021		Defendant No.1
--	----------------------------	--	----------------

- *The Rectification Petitions, namely, C.O. (COMM.IPD-TM) 279 of 2021, C.O. (COMM.IPD-TM) 286 of 2021, and C.O. (COMM.IPD-TM) 295 of 2021 are withdrawn by the Defendant No.1 to 3.*
- *The Parties agree to withdraw all criminal proceedings, complaints, and cases filed against each other, whether pending before any Court or any other forum. In the event any criminal proceedings require formal quashing before the Hon'ble High Court, the Parties shall take necessary steps to file and pursue the appropriate Quashing Petition, and shall extend full cooperation to ensure the effective disposal of such proceedings in accordance with law.*
- *It is agreed that this settlement is private and restricted to the present parties. Nothing contained herein shall prejudice or restrict the Plaintiff's/ Anil Verma right to initiate or pursue action against third parties in respect of the aforesaid trademarks. The Plaintiff shall not initiate or pursue any action or proceedings against the Defendants including any of their affiliates/licensees or their stores (online or offline) for using the mark '24 Karat WE BUY GOLD' or any other variation thereof*



such as / as trademark and/or as domain name.”

2. The learned Counsel for the Parties submit that this Suit may be decreed in terms of the above Terms of Settlement.
3. The Parties are directed to be bound by the above Terms of Settlement. The Plaintiff and the Director of Defendant No. 1 are personally present in Court and their undertaking to the effect that they will be bound by the Terms of Settlement are taken on record.
4. The Suit is accordingly decreed in terms of the Terms of Settlement



arrived at between the Parties. Let Decree Sheet be drawn up accordingly.

5. The Suit and the Pending Applications stand disposed of.

6. The next date before the learned Joint Registrar, i.e., 09.12.2025, stands cancelled.

TEJAS KARIA, J

NOVEMBER 4, 2025

‘gsr’