



\$~42

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

+ **CS(COMM) 63/2026**

BAJAJ FINANCE LIMITED

.....Plaintiff

Through: Mr. Karan Luthra, Mr. Ankit Banati,
Mr. Aarushi Tiku and Mr. Piyush
Thanvi, Advocates

versus

MANISH SINGH @ SETTLEMENT GURU & ORS.Defendants

Through: Mr. Ashwani Chand and Ms. Ritika
Sehgal, Advocates for D-1.
Ms. Ameet Rana, Ms. Radhika Roy and
Ms. Bhavnish Kaur, Advocates for D-2.
Ms. Ekta Sharma, Mr. Vidit Tewari and
Ms. Surabhi Katore, Advocates for D-3.
Mr. Rohan Jaitley, CGSC with Mr.
Akshay Sharma, GP, for D-4.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **29.04.2026**

I.A. 11950/2026 (Under Order XIII Rule 3 of the CPC)

1. Learned counsel for the plaintiff states that since only the defendant no.1 is the contesting defendant in the array of parties, the others being the intermediaries i.e, defendant nos. 2/Meta Platform Inc., 3/Google LLC and 4/Union of India, the requirement to retain the said intermediaries as defendants to the present Suit would not remain. He states that even otherwise as the plaintiff and the defendant no.1 have settled their disputes and no further reliefs are sought against these defendants, the defendant nos. 2, 3 and 4 be deleted from the array of parties.

2. In view of the aforesaid oral application as also on *suo moto* basis of Order I Rule 10(2) of the Code of Civil Procedure, 1908 (hereinafter referred to as '*CPC*'), this Court, on the aforesaid submissions, deems it appropriate to

CS(COMM) 63/2026

Page 1 of 4



delete the defendant nos. 2, 3 and 4 from the array of parties.

3. Amended memo of parties be filed within two days from date.

4. Learned counsel for the plaintiff and defendant no.1 state that the *inter se* disputes have been resolved amicably out of the Court. The terms of settlement have been reduced into writing and are enumerated in para 6 of the present application.

5. For convenience, para 6 of the present application is extracted hereunder:

“6. Accordingly, the Plaintiff and the Defendant No.1 have jointly agreed to settle the disputes which form a subject matter of the present Suit in following terms:

(i) The Defendant No.1 undertakes that he has fully complied with the terms of the interim Order dated 22.01.2026 passed by this Hon’ble Court and removed all the URLs/Weblinks/social media posts mentioned in paragraph 22 of the Order dated 22.01.2026 and all other social media posts/content having any reference to the Plaintiff company.

(ii) The Defendant No.1 unconditionally undertakes not to publish, circulate, upload, or disseminate any content against the Plaintiff in future and content, which may be in violation of the Order dated 22.01.2026.

(iii) The present Suit being CS(COMM) No. 63/2026 be decreed in terms of Prayer (a) to (c) which are as follows:

“(a) Pass a Decree of permanent injunction restraining the Defendant No.1, its employees, associates, agents, distributors, representatives, legal heirs and assignees, from directly or indirectly, unlawfully and tortiously interfering in the business of the Plaintiff Company by inducing, inciting and misleading the customers/borrowers of the Plaintiff company, in any manner whatsoever to deliberately breach the terms of their executed contracts i.e. Loan Agreements with the Plaintiff, by making any references to the Plaintiff, its registered trademarks and/ or its business, in the content being published, circulated, disseminated and uploaded by the Defendant No.1 on the social media platforms owned by the Defendant Nos. 2 to 4;

(b) Pass a Decree of permanent injunction restraining the Defendant No.1, its employees, associates, agents, distributors, representatives, legal heirs and assignees, from directly or indirectly, maligning the goodwill and reputation of the



Plaintiff Company by publishing, disseminating, circulating in any manner whatsoever per se defamatory and malicious statements in relation to the Plaintiff and its business and trademarks, including but not limited to the content similar to the Impugned URLs/Weblinks mentioned in paragraph 48 of the Plaint;

(c) Pass a Decree of permanent injunction restraining the Defendant No.1, its employees, associates, agents, distributors, representatives, legal heirs and assignees, from directly or indirectly, infringing the Plaintiff's registered Trademark being "Bajaj Finance" having TM Nos.1665234 and No. 1665235 and other registered device marks of the Plaintiff containing the words "Bajaj" or "Bajaj Finance", interalia, such as "



"having TM No. 5944516, "



"having TM No. 5944517, "



BAJAJ FINANCE LIMITED

5944518 and

having TM No. 5944519,



having TM No. 5959017,



having TM No. 5944520 and



having TM No. 5959019, by using them in any manner whatsoever, including but not limited to on the social media handles under the name "SettlementGuru" or any other handle operated and controlled by the Defendant No.1, on various social media platforms owned by the Defendant Nos. 2 to 4."

(iv) The parties have no further claims against each other in respect of the disputes which form a subject matter of the present Suit.

(v) After passing of the decree in the captioned Suit, the Plaintiff will withdraw the Complaint No. 0220401 of 2023 filed against the Defendant No.1 under Section 200 of the CrPC before the Court of the Ld. Chief Judicial Magistrate, Ghaziabad.

(vi) The Defendant No.1 further agrees that the Plaintiff will have the right to institute appropriate proceedings under law, including but not limited to execution proceedings and civil suits for breach of contract and recovery of monies, in case of breach of any of the terms and conditions contained herein by the Defendant No.1.



6. It would also be relevant to extract paras 7 and 8 of the said application which reads thus:

“7. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this settlement and undertake to abide by its terms in letter and spirit in good faith.

8. Accordingly, the parties are filing the present Application under Order XXIII Rule 3 of the CPC praying the present Suit may be decreed in terms of paragraph 6 above.”

7. It is stated that all the compliances have been completed.

8. This Court has perused the terms of Settlement and finds them lawful. The terms of Settlement are within the contours of Order XXIII Rule 3 of the CPC. There is no impediment in case the Suit is decreed in terms of the settlement recorded in para 6 of the application.

9. The parties shall remain bound by the terms of the settlement.

10. Let a decree sheet be drawn up in terms of para 6 of the present application as also the prayers (a) to (c) which has been extracted and reproduced in sub-para (iii) of para 6 of the present application.

11. Court Fees be refunded to the plaintiff in terms of Section 16 of the Court Fees Act, 1870 as also Court Fees (Delhi Amendment) Act, 2026, upon completion of all formalities as per rules.

12. The Suit is decreed and disposed of alongwith all pending applications, if any.

13. The date already fixed i.e. 03.07.2026 before Joint Registrar (Judicial) and the date already fixed i.e. 06.05.2026 before the Court stand cancelled.

TUSHAR RAO GEDELA, J

APRIL 29, 2026

Sumit

CS(COMM) 63/2026

Page 4 of 4