



\$~42

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

+ **CS(COMM) 55/2023**

G P MOULDS AND TOOLS PVT LTD.Plaintiff

Through: Ms. Noopur Biswas and Ms. Vijay
Laxmi, Advocates.

versus

SURJIT MOULDS AND TOOLS PVT LTDDefendant

Through: Ms. Mahima Chanchalani, Mr. Sachin
Gupta, Ms. Prashansa Singh, Mr. Rohit
Pradhan, Mr. Ajay Kumar, Advocates.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **09.02.2026**

I.A. 3498/2026 (Early hearing)

1. This is an application under Section 151 of Code of Civil Procedure, 1908 filed on behalf of the petitioner seeking early hearing of the Suit.
2. For the reasons stated, the application is allowed. The Suit is taken up for consideration today.
3. Accordingly, application stands disposed of.

CS(COMM) 55/2023

4. Learned counsel for the parties jointly submit that the disputes between the parties have been amicably resolved and reduced into writing *vide* Settlement Agreement dated 23.01.2026 under the aegis of the Delhi High Court Mediation and Conciliation Centre.
5. The terms of the Settlement are enumerated on page no.3 from para (a) till para (k).
6. Learned counsel for the parties jointly draw the attention of this Court to



para (c) and (d) of the terms of Settlement which are extracted hereunder:-

“c) Defendant shall remove the banner / poster of the impugned product / design placed outside his factory at Khasra No. 85/20/1, Mundka Udyog Vihar Industrial Area, New Delhi - 110041 within 7 (seven) days of disposal of the present suit. Defendant shall not promote the impugned product / design on social media;

d) That tire Defendant/Second Party ensures and undertakes to remove all promotion material related to the impugned product from its social media sites which presently are Sharptec Cooler Geyser Cabinet, Sharptec Cooler Geyser Cabinets II, Aromax India. In case, any promotion material inadvertently left because of lack of knowledge of the Defendant/Second”

7. Ms. Mahima Chanchalani, learned counsel appearing for the defendant submits that in terms of para (c), the Banner/Posters of the impugned trademark placed outside his factory in Khasra no. 85/20/1, Mundka, Udyog Vihar, Industrial Area, New Delhi-110041 would be removed within seven days from date and that the defendant shall not promote the said product or design on social media. So far as the terms in para (d) are concerned, Ms. Chanchalani, submit that the defendant would comply with the said directions within seven days from date.

8. Though para (d), does not stipulate any time limit for compliance thereof, however, as requested, seven days' time is provided to the defendant to comply with the said terms. An affidavit of compliance in respect of para (c) and (d) shall be filed by the defendant within one week from date of compliance with an advance copy to the learned counsel for the plaintiff.

9. The Settlement Agreement be taken on record alongwith with its annexures. The Suit is decreed in terms thereof.

10. The parties shall remain bound by the terms of the Settlement Agreement.

11. Let a decree sheet be drawn up in terms of the Settlement Agreement



dated 23.01.2026.

12. In terms of para (g) of the Settlement Agreement dated 23.01.2026, 50 per cent Court fees be refunded as per Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908, upon completion of all formalities as per Rules.

13. The Suit is decreed and disposed of with all the pending applications, if any.

14. Next date before Joint Registrar (Judicial) i.e. 04.05.2026 stands cancelled.

TUSHAR RAO GEDELA, J

FEBRUARY 9, 2026

Sumit