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

+ **CS(COMM) 176/2026**

MONSTER ENERGY COMPANYPlaintiff

Through: Mr. Sharavan Kumar Bansal, Mr. Rishi Bansal, Mr. Saransh Saini and Ms. Shruti Manchanda, Advocates.

versus

RAJAT PRAJAPATIDefendant

Through: Mr. Varnik Kundaliya, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **23.04.2026**

I.A. 11159/2026

1. This application is jointly filed on behalf of the Plaintiff and the Defendant under Order XXIII Rule 3 read with Section 151 CPC for recording of settlement between parties.

2. This suit was instituted on behalf of the Plaintiff *inter alia* seeking a decree of permanent injunction against the Defendant restraining the Defendant and all others acting on his behalf from using, selling, soliciting, manufacturing, marketing, importing, exporting, displaying, advertising and/or dealing in the course of trade in offline or online form including by way of export and import and/or refilling, packaging and distributing the products under the impugned marks/labels/trade name **MONSTER SPORTS/**



MONSTER/



along with their variants and formatives such as **MONSTER**



SPORTS/, , MONSTER/ and MONSTER BATS.

3. During the pendency of the suit, parties have settled the disputes amicably and the terms of settlement are incorporated in paragraph 2 of the application.

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, this application is allowed and disposed of, recording the settlement between the parties.

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5. In light of settlement between the parties, the suit is decreed. Terms of settlement shall form a part of the decree and needless to state bind the parties thereto.

6. Registry is directed to draw up the decree sheet.

7. Suit stands disposed of along with pending applications.

8. Plaintiff is held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.

JYOTI SINGH, J

APRIL 23, 2026/RW