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

+ C.O. (COMM.IPD-TM) 32/2024 and I.A. 4005/2024

RAMESH JAIN

.....Petitioner

Through: Mr. Mohan Vidhani, Mr. Dhruv Sikka, Ms. Urvashi Arora, Ms. Shreya Jain, Mr. Lakshay Gupta, Mr. Saurabh Kumar and Ms. Mokshita Gautam, Advocates.

versus

MANOJ GUPTA & ORS.

.....Respondents

Through: Mr. Junaid Alam, Advocate.
Ms. Nidhi Raman, CGSC with Mr. Om Ram and Mr. Arnab Mittal, Advocates for R4.

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+ CS(COMM) 156/2024 and I.A. 4115/2024

RAMESH JAIN

.....Plaintiff

Through: Mr. Mohan Vidhani, Mr. Dhruv Sikka, Ms. Urvashi Arora, Ms. Shreya Jain, Mr. Lakshay Gupta, Mr. Saurabh Kumar and Ms. Mokshita Gautam, Advocates.

versus

MANOJ GUPTA @ MANOJ GARG & ORS.

.....Defendants

Through: Mr. Junaid Alam, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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13.01.2026

CS(COMM) 156/2024 and I.A. 4115/2024

1. Plaintiff has instituted this suit *inter alia* seeking decree of permanent injunction restraining Defendants and all others acting on their behalf from manufacturing or marketing footwear and/or other allied and cognate



products under the impugned trademarks ADDOXY/

2. During the pendency of the proceedings, parties were referred to Delhi High Court Mediation and Conciliation Centre, where they have amicably settled all their disputes and executed a Settlement Agreement on 09.12.2025 incorporating the terms of settlement, relevant part of which is extracted hereunder for ease of reference:-

“6. The following settlement has been arrived at between the parties hereto:-

a) The Defendants admit and acknowledge that the plaintiff is the original adopter/registered proprietor and owner of the trademark

ADDOXY/  /  /  and/or other formative marks/label as mentioned/referred in para 11 of the plaint in CS (Comm) No. 156/2024 for the goods and services falling under Classes 25 and 35 as mentioned in the plaint. Paragraph 11 of the Plaint is reproduced as follows:

11. That apart from the common law rights vested in the plaintiff by virtue of prior adoption and use, the said trade mark/artistic work ADDOXY and its formative marks of the plaintiff are also registered/applied under the relevant provisions of the Trade Marks Act, 1999 and the details of the said registrations and pending applications same are mentioned herein below:-

Trade Mark	Trade Mark No.	Date of Filing	Class	Status	Goods/Services
ADDOXY	1852914	21/08/2009	25	Regd	Footwears and parts thereof.
	3358647	09/09/2016	35	Regd	Marketing, Distribution, Wholesale, Retailing, Export-Import, Advertising, E-Commerce, Online Trading Services, Sales Promotional Activities Outlet, Exhibition and Display Services in Respect of Footwears.
	4279080	29/08/2019	25	Regd	Footwear.



	4279081	29/08/2019	25	Regd	Footwear.
	4279082	29/08/2019	35	Regd	Marketing, Distribution, Wholesale, Retailing, Export-Import, Advertising, E-Commerce, Online Trading Services. Sales Promotional Activities Outlet, Exhibition and Display Services in Respect of Footwears.
	5944731	20/05/2023	25	Pending	Footwear.
	5944733	20/05/2023	35	Pending	Wholesale, Retailing, Export-Import, Advertising, E-Commerce, Online Trading Services. Sales Promotional Activities Outlet, Exhibition and Display Services in Respect of Footwears.

All the marks from the table which are registered are valid and subsisting till date. The plaintiff relies upon the record of the Registrar of Trade Marks in relation to the various registrations mentioned in the above table. Those which are pending registration shall be granted after the completion of the formalities.

The Second Party / Defendants undertake not to challenge the same or file opposition against the pending applications and any other applications which the First Party/Plaintiff may file for the registration of the trade mark ADDOXY.

b) The Second Party / Defendants also admit and acknowledge the First Party / Plaintiffs copyright in the artistic features of the packaging/labels as mentioned/referred in para 27 of the plaint including their distinctive scripts, positions and placing of features, their respective get ups, lay outs, combination of colours and arrangements of general and descriptive materials in respect of footwears. Paragraph 27 of the Plaint is reproduced as follows:

27. That mere glance at the infringing goods makes it evident that the that the defendants have 'strained every nerve' and have made 'conscious attempts' so as to be as close as possible to the plaintiff's registered trade mark so as to pass-off the goods under the impugned trade mark as his own. Hence it is clear that the



defendant's adoption and use of the impugned trade mark/trade dress is not a mere coincidence or an innocent act but, a concerted and a deliberate attempt to achieve the maximum proximity with the plaintiff's trade mark. That a comparison chart of the Plaintiff's device trade mark and the defendant's device trademark labels are reproduced below for the sake of comparison which proves the infringement of trade mark and copyright of the plaintiff:



c) The Second Party / Defendants also admit and acknowledge that the First Party / Plaintiff is prior user of the above-mentioned trademark/label ADDOXY bearing the copyright/artistic work for the goods falling in class 25&35.

d). The Second Party / Defendants also undertake not to commit any act of infringement and/or passing off by the use of the trademark/label/artistic work under the packing of ADDOXY with any suffix or prefix and/or any other mark which is identical and/or deceptively similar to the First Party / Plaintiffs registered trademark/copyright. The Second Party / Defendant will use and register the trade mark EDDOSI as under to which the First



Party/Plaintiff has no objection

e) The Second Party / Defendants undertake not to use the scripts, positions and placement of any features, get ups, lay outs, combination of colours and arrangement as are or is identical or deceptively similar to the features, get ups, layouts, positions and placement or combination of colours of the First Party / Plaintiffs packaging material in respect of and in relation to the products falling in Class 25 & 35 detailed in para 11 of the plaint being application numbers 5944731 and 5944733 respectively.

(f). That the Second Party / Defendant No 3 undertake to withdraw the registration/pending application, bearing number 6018997 in Class 25 dated 14th July, 2023 within two weeks from the date of signing of the present settlement agreement. The Second Party / Defendants also declare and undertake that no other application is pending before the Registrar of Trade Marks or any other authority filed by them bearing the trademark/label ADOSY with any suffix or prefix and even in



future also the Second Party / Defendants shall not file any such application for the registration which may be similar or identical to the First Party / Plaintiffs trademark/label/artistic work/trade dress.

(g). The Second Party/Defendants declare and undertake that they have already stopped procuring any raw material under the impugned trade mark ADOSY since third week of March, 2025. That no Order of interim injunction with respect to the impugned Trade Mark ADOSY has been passed by the Hon'ble Court against the Second Party/Defendants during the pending of the above Suit and Cancellation Petition. The Second Party/ Defendants declare that they do not have any stock remaining with them under the impugned trade mark ADOSY.

(h) The Second Party / Defendants declare that there are no screens, works, wrappers and any other material bearing the impugned mark or infringing trade mark/label or copyright marketing, promotional and advertising materials, that bear or incorporate the mark ADOSY/ADDOXY and/or any other deceptively similar trademark/label.

(i) That the First Party / Plaintiff acknowledge that the Second Party / Defendants have paid a total sum of Rs.2,75,000/- (Two Lakh Seventy Five Thousand Only) as legal cost to the First Party /Plaintiff vide online transaction reference No. 223973463 dated 09.12.2025 at the time of execution of the present Settlement which has been accepted and acknowledged by the First Party/Plaintiff.

(j). The Second Party / Defendants further declare that there are no impugned mark/packaging/goods in e-commerce website/social media/online portals.

(k). The First Party / Plaintiff undertake that they have no objection if the word "ADOSY FOOTWEAR" is used as or as part of Trade Name/Trading Style/Corporate Name by the Second Party / Defendants.

(l). The above mentioned undertakings have been given by both the parties of their own free will/consent and without any coercion and the same shall be binding on them as well as on their proprietor, partners, CEO, directors, legal heirs/assignee in business, distributors, dealers, stockiest, servants and agents/representatives directly under the control of Second Party/Defendants or acting on behalf of the Second Party/Defendants for all times to come. The statements and undertakings given by the parties shall be treated as undertakings given by the parties to the Hon'ble Court.

(m). The Second Party/Defendants have no objection if a decree of perpetual injunction is passed by this Hon'ble Court in favor of the First Party / Plaintiff according to the terms and conditions mentioned



in the present Settlement Agreement and as prayed for in paragraph 41 (a to d) of the plaint except for the use of ADOSY FOOTWEAR as trading style / trade name / Corporate name by the Second Party / Defendants which may be used in the same font and size, which the Plaintiff does not object to. The prayer clause of the Plaint is reproduced below:

a) For a decree of permanent injunction restraining the defendants, their partners/proprietor, directors, agents, servants, employees, assigns and all other persons acting on their behalf from manufacturing or marketing the footwear or other allied and cognate products under the impugned trademarks ADOSY,



and its derivative marks whether the trade mark ADOSY being used independently or with any prefix or suffix thereby amounting to infringement of the trademarks of the plaintiff;

b) For a decree of permanent injunction restraining the defendants, their partners/proprietor, directors, agents, servants, employees, assigns and all other persons acting on their behalf from manufacturing or marketing the footwear or other allied and cognate products under the impugned trademarks ADOSY,



and its derivative marks whether the trade mark ADOSY being used independently or with any prefix or suffix thereby amounting to passing off of the goods and/or business of the defendants as those of the plaintiff;

c) For a decree of permanent injunction restraining the defendants, their partners/proprietor, directors, agents, servants, employees, assigns and all other persons acting on their behalf from manufacturing or marketing the footwear or other allied and cognate products under the impugned trademarks



and its derivative marks or any other identical and/or deceptively similar trade dress and its derivatives amounting to infringement of copyright of the plaintiff;

d) For a decree of permanent injunction restraining the defendants, their partners/proprietor, directors, agents, servants, employees, assigns and all other persons acting on their behalf from manufacturing or marketing the footwear or other allied and



cognate products under the impugned trademarks ADOSY,



and its derivative marks whether the trade mark ADOSY being used independently or with any prefix or suffix thereby amounting to unfair trade competition and dilution;

(n). In view of the above undertakings tendered by the Defendants which shall be considered as the undertakings before the Hon'ble Court, the plaintiff forgoes the entire claim amount of relief of rendition of accounts, damages and costs of the proceedings.

(o) The Second Party / Defendants further agree that trade mark registration under No 4592042 in Class 25 in the names of Second Party / Defendant no. 1 and 2 trading as ADOSY FOOTWEAR will be surrendered within the period of two weeks from the date of execution of the present Settlement Agreement.

(p) Both the parties shall jointly pray to the Hon'ble Court to pass a decree in terms of the present Settlement Agreement. The Parties understand that in case the decree if so passed by the Hon'ble Court is not complied with or any default is committed by either of the parties, the other party shall be liable for Contempt of court and any other recourse as per law.

(q). The Hon'ble Court may be requested to consider refund of the Court Fee to the First Party / plaintiff in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908 in CS (Comm) No. 156/2024 and also in C.O. (COMM.IPD-TM) 32/2024 if permissible in law.

(r). By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all the disputes have been amicably settled by the parties hereto through the process of Mediation.

(s). The Settlement Agreement has been read over and explained to the parties in their vernacular by the mediator and the respective counsel and the parties have agreed and understood the same.

(t). The parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future."

3. Learned counsel for Defendants, on instructions, submits that suit can be decreed in terms of reliefs sought in paragraph 41(a) to (d) of the plaint, save and except, the use of ADOSY FOOTWEAR as trading style/trade



name/corporate name by the Defendants, which may be used in the same font and size, in consonance with the Settlement Agreement. It is also submitted that Defendants have paid a sum of Rs.2,75,000/- as legal cost to the Plaintiff, which is recorded in the Settlement Agreement. It is also submitted that as agreed, Defendants shall surrender trademark registration in Class 25 registered under No.4592042 in the names of Defendants No.1 and 2.

4. Court has perused the terms of the Settlement Agreement and finds the same to be lawful. Accordingly, suit is decreed in terms of prayer clauses 41(a) to (d) of the plaint read with the terms of the Settlement Agreement, save and except, that Defendants shall be permitted to use ADOSY FOOTWEAR as their trading style/trade name/corporate name.

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

6. Suit stands disposed of along with the pending application.

7. Plaintiff is held entitled to refund of entire Court fee in consonance with the provisions of Court Fees Act, 1870.

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8. Learned counsel for the Respondents submits that since the parties have amicably settled their disputes and terms of settlement have been drawn up in the Settlement Agreement dated 09.12.2025, Respondents have no objection to the petition being allowed and the impugned mark ADOSY registered under No.4592042 in Class 25 being cancelled.

9. Accordingly, this petition is allowed, cancelling the registration of impugned trademark ADOSY, bearing registration No.4592042. Registrar of Trade Marks is directed to remove the trademark from the Register of Trade



Marks and rectify the same to maintain its purity. The needful shall be done within six weeks from the date of receipt of this order.

10. Petition is disposed of along with pending application.

JYOTI SINGH, J

JANUARY 13, 2026/YA