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

\+ CS(COMM) 165/2022

LOUIS VUITTON MALLETIER .....Plaintiff

Through: Mr. Anuraj Tirthankar, Advocate.

versus

ROHIT CHAWLA & ANR. .....Defendants

Through: Mr. Rohan Nagpal, Mr. Rakesh Patiyal and Mr. Bhupesh Verma, Advocates for D-1.

Mr. Anant Bhushan and Mr. Dikshant Bhardwaj, Advocates for D-2.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

O R D E R

% **11.03.2026**

I.A. 6124/2026 (under Order XXIII Rule 3)

1. This is a joint application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, filed on behalf of the plaintiff and the defendants.

2. The learned counsel for the parties submit that the *inter se* disputes have been resolved amicably. The terms of settlement have been recorded in para 6 of the present application. The terms and conditions contained in para 6 are extracted hereunder:

> *"6. To avoid further litigation and in the interest of an amicable resolution, the Parties have decided to mutually resolve the present dispute, intending to be legally bound on the following terms of settlement:*
>
> *a. The Defendants agree and acknowledge that the Plaintiff has exclusive proprietary rights in and to the LV Copyrights and LV Marks, which merit protection as well-known marks in accordance with Section 2 (1) (zg) and Section 11(6) of The Trade Marks Act, 1999 (the "Act") as well as Article 6 bis of the Paris Convention.*
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> *b. The Defendants confirm that they have withdrawn all promotional*

material, advertisements, and stock of infringing products bearing the LV Marks and/or other marks that are substantially identical/deceptively similar to the LV Marks as well as infringing products with an unauthorized substantial reproduction of original artistic works in the LV Copyrights, from the market (both online and offline). The Defendants undertake not to accept orders in the future for products that infringe on the LV Marks and LV Copyrights.

c. The Defendants undertake not to manufacture, stock, offer for sale/sell (directly or indirectly) infringing products bearing the LV Marks and LV Copyrights.

d. The Defendants undertake that going forward they will not indulge in infringement or passing off of any intellectual property right owned by the Plaintiff and will not indulge in any act that may harm the reputation and goodwill of the Plaintiff.

e. The Defendants agree and confirm that they will neither file any application and/or use any mark identical or deceptively similar to the Plaintiffs LV Marks, and/or any label with a substantial reproduction of original artistic work in LV Copyrights nor will they authorize, enable, assist or encourage any third party to do any of the infringing acts listed in clauses c. d. and e.

f. Intending to be bound, the Defendants have collectively signed the Undertaking annexed as Annexure-A.

*g. In consideration of the settlement reached by the Parties, the Defendants undertake to make a lump sum of INR 9,00,000 (Nine Lakhs only) to the Plaintiff. This amount shall be transferred directly to the Plaintiffs bank account in **EUROS**, details of which have been listed below, as a single installment on or by April 30, 2026:*

Beneficiary:	Louis Vuitton Malletier
Beneficiary address:	2 rue du Pont Neuf, 75001 Paris, France
Bank name:	Natixis PARIS (99999)
Bank Address:	30, Avenue Pierre Mendes-France, 75013 Paris, France
IBAN:	FR7630007999990410136900012
Swift code:	NATXFRPPXXX

It is agreed and understood that the bank/transaction charges as well as any other incidental charges incurred for transfer will be borne by the Defendants and that the net amount of INR 9,00,000 (Nine Lakhs) will be *transferred by the Defendants to the Plaintiffs account in Paris, France.*

h. The Defendants undertake to maintain the confidentiality of the terms of settlement. The Defendants agree that LV may disclose the terms of settlement, in any circumstances, to protect LV's intellectual property rights against any third party.

i. The Parties agree that the present suit be decreed in accordance with terms of settlement and in terms of the prayer (a), (b), (c), (d), and (g) of the plaint. The Parties hereby agree, confirm and acknowledge that the present terms of settlement shall be a decree in the present suit and either party shall be entitled to execute the present terms of settlement like a decree. If the Defendants commit a default ,in obeying and discharging the terms of settlement, or their obligations herein, then the Plaintiff shall be entitled to execute the decree and shall also be entitled to any other legal remedy that may be available under law.

j. These terms of settlement constitute the entire understanding between the Parties. It supersedes all prior understandings between the Parties with respect to the subject matter of this proceeding. No changes, alterations, amendments or variations to the terms of settlement shall be valid or effective unless effected by one or more instruments in writing and signed by all the Parties.

k. The Parties agree that they have agreed to the present terms of settlement by their free will and volition without any force or pressure from anybody. The Parties also agree that they have understood the contents of the present application as the same have been explained to them by their respective Counsel, in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

l. The Parties agree that they have agreed to the terms of settlement out of their free will and volition without any fear, force, fraud or undue influence.

m. By filing the present application, the Parties state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties.

3. Learned counsel submits that in terms of sub-para (g) of para 6, the defendants are to pay to the plaintiff a lump sum amount of Rs. 9 lakhs. It is agreed that the said amount shall be transferred directly to the plaintiff's bank account in EUROS as a single installment on or by 30.04.2026. Even the incidental charges for transfer, if any, are also to be borne by the defendants.

4. The defendants are directed to file the affidavit of compliance within one week from 30.04.2026. An advance copy whereof shall also be given to the learned counsel for the plaintiff.

5. This Court has perused the terms of the settlement and finds them lawful. There is no impediment in case this suit is decreed in terms thereof. The parties shall remain bound by the terms of settlement as enumerated in para 6 of the said application.

6. Let the decree sheet be drawn up in terms thereof.

7. The suit is decreed and disposed of along with all pending applications.

8. The Court fees shall be refunded to the plaintiff in terms of Section 16 of the Court Fees Act, 1870, upon fulfillment of all formalities as per rules.

9. In view of the fact that Mr. Nandan Singh Syunary has been nominated as the constituted power of attorney for the plaintiff *vide* the Power of Attorney dated 06.02.2018, the Court fees which is to be refunded may be issued in the name of Mr. Nandan Singh Syunary.

10. Next date of hearing i.e. 06.07.2026 stands cancelled.

TUSHAR RAO GEDELA, J

MARCH 11, 2026/*anj*