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

+ **CS(COMM) 323/2026**

RISHAB GLOBAL INDUSTRIES PRIVATE LIMITED & ANR.

.....Plaintiffs

Through: Ms. Shrutika Misra and Ms. Diya Banerjee, Advocates.

versus

PRRASCH ENTERPRISE PRIVATE LIMITED & ORS.

.....Defendants

Through: Mr. Jayesh K. Sainik, Advocate for D-1, D-2 and D-3.

Ms. Harsshita Pothiraj, Advocate for D-5.

Mr. Varun Pathak, Mr. Akhil Shandilya and Ms. Nitya Nath, Advocates for D-6.

Ms. Priya Goyal and Ms. Aakriti Gupta, Advocates for D-8.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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29.05.2026

I.A. 15760/2026 (Under Order XXIII Rule 3, CPC)

1. This is a joint application filed on behalf of the parties i.e. plaintiffs and the defendant nos.1, 2 and 3 under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (hereinafter referred to as 'CPC').

2. Learned counsel for the parties i.e. plaintiff and the defendant nos.1, 2 and 3 state that the *inter se* disputes between the parties have been settled amicably.

3. It is also stated that the plaintiffs are not seeking any particular relief against the defendant no.4 and additionally, the fact that the defendant nos.5 to 8 are intermediaries and may be deleted from the array of parties.

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4. In view of the fact that there is no particular prayer/relief sought against defendant no.4 and the fact that the defendant nos.5 to 8 are intermediaries coupled with the fact that the matter has been settled between the plaintiff and the contesting defendants, no purpose would be served in retaining the said defendants i.e. defendant nos. 4 to 8 as party defendants to the suit.

5. In view thereof, in terms of Order I Rule 10(2) of the CPC, the defendant nos.4 to 8 stand deleted from the array of parties. Amended memo of parties be filed within a week.

6. The terms of settlement have been reduced into wiring and recorded in the application from para 5(a) to 5(h). The terms of settlement are extracted hereunder:

“5. That during the said proceedings and commissions, the Defendant Nos. 1 to 3 approached the Plaintiffs to settle and amicably resolve all disputes amongst the parties, arising out of or in relation to the cause of action forming the subject matter of the Suit. That the Plaintiffs and Defendant Nos. 1-3 have amicably settled the matter on the following main terms as per the Settlement Agreement dated 21.05.2026:

*a. **Acknowledgment of Rights:** that the Defendant Nos. 1-3 acknowledge and recognize the Plaintiffs' exclusive proprietary, statutory and common law rights in the Plaintiffs' IP (i.e. the Subject IP in the Agreement) and all of its formative/variations and agree not to challenge the Plaintiffs' proprietary, statutory and/or common law and rights directly or indirectly at any time in the future, in India and globally.*

*b. **Cease and Desist of Impugned IP:** that the Defendant Nos. 1-3 have ceased use of the Infringing IP in any manner or form for any goods or services, from 06.04.2026 and instead, adopt/adopted the mark/trade*

dress/packaging/ get up





and



c. That the Defendant Nos. 1-3, its directors, sole proprietor(s), or any party connected, or associated, or related, or affiliated to them or directly or indirectly under their control, confirm and undertake that they have stopped I carry on its business and shall not adopt or use anytime in the future, the Infringing IP or any similar one including in standard character/ style/ device form or any other manner that are visually, phonetically, conceptually, orally or verbally identical or deceptively similar to the Plaintiffs' IP, for any goods or services.

d. That the Defendant Nos. 1-3 further undertake and agree not to use or file for registration, any intellectual property which is visually, phonetically, conceptually, orally or verbally identical or deceptively similar to the Plaintiffs' IP, for any goods or services, which may amount to infringement or passing off of the Plaintiffs' IP.

e. That the Defendant Nos. 1-3 have taken necessary steps to withdraw, pull down, remove, cancel, change and destroy any and all advertisements, promotional material, brochures, hoarding, stationery, online posts, social media and internet pages, any listings, trademark/copyright application or registration, etc. containing the Infringing IP and/ or any other visually, phonetically, conceptually, orally or verbally identical or deceptively similar intellectual property to Plaintiffs' IP.

f. Delivery Up of Impugned Products and Materials: *that the Defendant Nos. 1-3 acknowledge that all products, stock and materials bearing, incorporating or otherwise displaying the Infringing IP, including:*

- 1) products seized under Supardari by the Local Commissioners appointed in the Suit;*
- 2) products that have been recalled or returned from distributors, dealers, retailers or other channel partners or associates of the*



Defendant Nos. 1-3;

3) all packaging material, labels, cartons, pouches, stickers, promotional and advertising material, and any other collateral bearing the Infringing IP; and

4) any other goods or materials, whether finished, semi-finished or unused, which bear or incorporate the Infringing IP,

*(collectively the "**Impugned Goods and Materials**") shall be delivered up to the Plaintiffs within 3 days from this Hon'ble Court's acceptance and order/decreed of this application and the settlement agreement, and the Plaintiffs shall have the right to destroy I discard the said products thereafter.*

g. That prior to handing over the Impugned Goods and Materials to the Plaintiffs, the Defendant Nos. 1-3 shall be entitled, at their own cost and risk, to unseal and/or open any packed goods and to remove and empty the edible contents or other merchandise contained therein, so that only the empty packaging, labels and other material bearing the Infringing IP are handed over to the Plaintiffs. The Defendant Nos. 1-3 shall ensure that such unsealing and emptying is carried out in a manner that does not alter, deface or destroy the Infringing IP appearing on the packaging or materials and in the presence of a representative of the Plaintiffs.

*h. **Settlement Payment Terms:** that the Plaintiffs have undertaken to forgo their claims of rendition of account/damages in the above Suit in lieu of the settlement amount of INR 15,00,000 (Indian Rupees Fifteen Lakhs only) paid by the Defendant Nos. 1-3 to the Plaintiffs by of a demand draft dated 21.05.2026 of the bank HDFC, Citylight branch, Surat."*

7. As per sub-para (g) of para 5, it has been agreed by the parties that the goods of the defendant nos.1 to 3, which were seized by the Local Commissioner while executing the commission, shall be permitted to be opened so as to enable the defendant nos.1 to 3 to take the contents i.e. Makhanas from the said packets and use them in a new re-packaged trade dress, at their own cost and risk.

8. Once such packets are emptied, the labels and other material including the empty packaging shall be handed over to the plaintiffs.

9. The said process be carried out within four weeks from date.

10. The defendant shall inform the plaintiff of the date, time and venue as to



when the said process shall be undertaken in written.

11. The defendant shall file an affidavit of compliance within two weeks thereafter. An advance copy thereof be furnished to the learned counsel for the plaintiff.

12. This Court has perused the terms of settlement which appear to be lawful.

13. The terms of settlement are within the contours of order XXIII Rule 3 of the CPC.

14. There is no impediment in case the suit is decreed in terms thereof.

15. Let a decree be drawn up in terms of the settlement arrived at in para 5(a) to 5(h) of the decree.

16. The Court fees be refunded to the plaintiff as per Section 16 of the Court Fees Act, 1870, read with Court Fees (Delhi Amendment) Act, 2026 upon completion of all formalities by the plaintiff as per Rules.

17. The application is allowed and disposed of.

18. The suit is decreed and disposed of alongwith all the pending applications.

19. The next date of hearing before the Joint Registrar (Judl.) and the Court, i.e. 08.07.2026 and 21.09.2026 respectively, stands cancelled.

TUSHAR RAO GEDELA, J

MAY 29, 2026/anj