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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 238/2023, I.A. 7766/2023 & CRL.M.A.18933/2024**

M/S INDTECH CAPACITORS INDIAPlaintiff
Through: Mr. Nishant Mahtta and Ms. Gitika
Suri, Advocates for D-1 and 2.

versus

**ANISH JASHVANTLAL MALVANIA TRADING AS INDTECH
MARKETING**Defendant
Through: Mr. Vaibhav Vutts, Ms. Aamna Hassan,
Ms. Anupriya Shyam, Ms. Aarya
Deshmukh and Ms. Vaibhavi, SG.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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09.04.2026

I.A. 9179/2026 (Under Order XXIII Rule 3 of the CPC)

1. This is an application under Order XXIII Rule 3 of Section 151 of the Code of Civil Procedure, 1908, jointly filed on behalf of the plaintiff as also the defendant for recording the terms of the Settlement Agreement arrived at between the parties.

2. Learned counsel for the parties submit that the *inter se* dispute between the parties has been resolved amicably and the terms of the settlement have been arrived at and reduced into writing *vide* para 10 (i) to (xv) of the application, the same is extracted hereunder:-

“10. The Plaintiff and the Defendant have entered into a settlement based on the subject matter of the present suit on the following terms and conditions:

i. That the Plaintiff acknowledges the Defendant to be the owner and prior user of the trademark and tradename INDTECH / INDTECH



MARKETING/ INDTECH, (logo and /or word per se) and its variants



and the copyright in the manner of representation of the mark **INDTECH** for the Defendant's Goods.

ii. That the Defendant acknowledges the Plaintiff to be the proprietor of the trademark **INDTECH** / **INDTECH CAPACITOR**/ [**INDTECH**



CAPACITORS in relation to the Plaintiff's Goods.

iii. That the parties have mutually agreed to divide the goods falling under Class 9 and Class 11 of NICE classification amongst themselves. The respective allocation of goods is set out in **Document 1** of this application.



iv. That the Defendant shall be free to use the mark **INDTECH** / **INDTECH** / **INDTECH MARKETING** as a tradename for all goods and services being dealt with by it, including capacitors.



v. That the Defendant shall be free to use and register **INDTECH** / **INDTECH** / **INDTECH MARKETING** as a trademark for Defendant's Goods.

vi. That the Defendant undertakes not to use the mark



INDTECH/INDTECH MARKETING/ **INDTECH** as a trademark only in relation to the Plaintiff's goods as mentioned in **Document 1**.

vii. That the Plaintiff undertakes that it will use the mark **INDTECH**



/INDTECH CAPACITORS/ as a trademark only in relation to Plaintiff's goods as mentioned in **Document 1** and shall not use the same as a trademark for all other goods.



viii. That both parties undertake that they shall not oppose or challenge, directly or indirectly, the rights of each party as outlined above in relation to the mark/trading name INDTECH.

ix. That both parties agree to withdraw any trademark oppositions or rectifications which may have been filed, within 30 days of the date of this settlement.

x. That both the parties agree to amend the description of their goods and services of the trademark applications already filed or registered to respectively remove from the description all goods belonging to the Plaintiff including the word "Capacitor" from the Defendant's trademark application and likewise, the Plaintiffs shall delete all goods belonging to the Defendant. Both parties shall carry out these changes within 30 days of arriving this settlement and shall share the requests as filed before the Trademarks Registry.

xi. That both the parties shall assist and cooperate in the event any objection has been raised by the Trademarks Registry regarding the registration of the mark based upon the other party's mark. Both parties shall cooperate in providing a no objection certificate based upon the terms of this settlement for registering their trademarks if and when required.

xii. The Parties agree that the signatories to the present settlement are fully competent and authorized to enter into the present settlement.

xiii. The Parties agree that all the terms and conditions laid out in this application are fair and reasonable and have been entered into after full appreciation of its various clauses and implications.

xiv. The Parties hereby agrees before this Hon'ble Court that the present terms and compromise shall be binding on all their principal officers, directors, agents, servants, successors, and assigns in business interest and title and all other acting for and on its behalf, for all times to come.

xv. The Parties agree that all their disputes have been resolved by virtue of this Application and the parties, unless either of them is in breach of this settlement, would not institute or press whatsoever further remedies available to them for protection of their respective INDTECH trademarks against each other.

3. It is stated that as per clause (ix) of para 10 of the application, both the parties agreed to withdraw any trademark oppositions or rectifications which may have been filed, within 30 days of the date of the Settlement. The parties are to carry out changes specified in clause (x) of para 10 of the application



within 30 days of the date of the Settlement.

4. Both the parties shall file their affidavits of compliance in terms of clause (ix) and (x) of para 10 of the application within four weeks from date of compliance.

5. Appended to the application is Document 1 in which the description of specified goods as against the rights of plaintiff and defendant for the trade mark 'INDTECH' has been enumerated and the same shall form the part of this order.

6. This Court has perused the terms of the Settlement arrived at and recorded in para 10 of the application and finds them lawful. The terms of the Settlement are within the contours of the Order XXIII Rule 3 of Section 151 of the Code of Civil Procedure, 1908.

7. The parties shall remain bound by the terms of the Settlement.

8. There is no impediment in case the present suit is decreed in terms of the Settlement enumerated in para 10 of the present application.

9. Accordingly, let a decree sheet be drawn up in terms of Settlement arrived and recorded in para 10 of the application.

10. At request, Court Fees be refunded in terms of the Court Fees Act, 1870, upon completion of all the formalities as per rules.

11. The Suit is decreed and disposed of alongwith all pending applications in above terms.

TUSHAR RAO GEDELA, J

APRIL 9, 2026/Sumit