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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 401/2026, I.A. 10466/2026, I.A. 10467/2026, I.A. 10468/2026 & I.A. 10469/2026

DOMINOS IP HOLDER LLC & ANR.Plaintiffs
Through: Mr. Shantanu Sahay and Ms. Manvi Panwar, Advocates.
versus

MR KAPIL KUMAR & ORS.Defendants
Through: Mr. Pranav Prasoon, Advocate alongwith Mr. Kapil, defendant no.1 in person.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

% **ORDER**
15.05.2026

1. Ms. Manvi Panwar, learned counsel appearing for the plaintiffs states that the plaintiffs and defendant no.1, which is the contesting party, have already settled their disputes. She also states that defendant no.1 has filed an undertaking by way of an affidavit carrying the terms of settlement.
2. She states that so far as defendant nos.2 & 3 i.e. Eternal Limited and Swiggy Private Limited are concerned, no substantial relief was being sought *qua* the same defendants and therefore, the said defendants may be deleted from the array of parties.
3. In view of the aforesaid statement and in exercise of powers under Order I Rule 10(2) of the Code of Civil Procedure, 1908, the defendant nos.2 & 3 are deleted from the array of parties.
4. Amended memo of parties be filed within one week from date.
5. In terms of the previous order, defendant no.1 has filed an undertaking



by way of an affidavit which is extracted hereunder:

- "1. That I am the Defendant No. 1 in the above captioned matter.*
- 2. That I acknowledge the Plaintiffs' rights in the well-known and registered*



trademarks



and trademarks as tabulated in Paragraph 20 of the Plaint (hereinafter, "Domino's trademarks") and its distinctive red and blue color combination packaging (and the various representations and formatives thereof).

- 3. That I have discontinued business activities under the packaging*



and are not carrying on any business activity using any mark or packaging referring to the Plaintiffs' trademarks or its formative.

- 4. That I have adopted new packaging for my business activities under trademark D'Mons which are as reproduced below:*



- 5. That I would not adopt or use or register any mark identical or deceptively similar to Plaintiffs' Domino's trademarks (and the various representations and formatives thereof) at any point of time in future;*

6. I shall take reasonable steps to remove or cease use of any existing physical or online material pertaining to the impugned packaging within 15 days, from the date of signing of this Undertaking and would provide a proof of the same to the counsel of the Plaintiff;

- 7. I confirm that this Undertaking will be binding upon any successors, assigners, licensees and on any associated or affiliated company over which I have control.*



DEPONENT

VERIFICATION:

Verified at New Delhi on this 27th day of April 2026 that the contents of above affidavit are true and correct, that no part of it is false and nothing material has been concealed therefrom.

DEPONENT"

6. Ms. Manvi Panwar, learned counsel appearing for the plaintiffs states that no other relief survives to proceed further and states that in terms of the undertaking furnished by defendant no.1, the suit may be decreed.

7. In view of the above, the suit is decreed *qua* defendant no.1 in terms of prayer Clause in para 70(a) and (b) of the plaint as well as the undertaking of the defendant no.1.

8. Let a decree sheet be drawn up in terms thereof.

9. The suit is decreed and disposed of in the above terms alongwith all the pending applications.

10. The Court Fees be refunded to the plaintiffs under Section 16 of the Court Fees (Delhi Amendment), Act, 2026 upon completion of all the formalities, as per rules.

TUSHAR RAO GEDELA, J

MAY 15, 2026

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