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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 206/2021, I.A. 5943/2021 & I.A. 10406/2021**

SCOOPWHOOOP MEDIA PVT. LTD.Plaintiff
Through: **Ms. Anukriti Pareek, Advocate.**

versus
GAYATRI DAHIYADefendant
Through: **Ms. Gauri Puri, Advocate with**
defendant (through VC).

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

% **ORDER**
26.05.2026

1. Learned counsel for the parties state that the *inter-se* disputes have been amicably resolved and the terms of settlement have been reduced into writing *vide* a Settlement Agreement dated 26.03.2026. Learned counsel for the parties state that the terms of the settlement *qua* the disputes which are the subject matter of the present suit have been encapsulated and enumerated in para 1, sub-paras 1.1. to 1.3 as also para 2 (wrongly numbered as para 3) are extracted hereunder:

“1.1 The First Party states that she has not, and does not intend not to use the trademark registered under the Nos. 3487562, 3487563 and 3487564 in classes 35, 38 and 41 which are anyway due to expire on 20.02.2027.

1.2. The First Party shall file for withdrawal of its trademark registered under the Nos. 3487562, 3487563 and 3487564 in classes 35, 38 and 41, respectively before the trademark registry by writing a letter and also indicate that she will not be renewing the same further.

1.3. On completion of the step mentioned in para 1.2 above, the Second Party shall file an application under Order 23 Rule 3 of the Code of Civil Procedure, 1908 for decreeing the Trademark Suit viz., CS (COMM) 206 of 2021 titled “ScoopWhoop Media Pvt. Ltd. v. Gayatri Dahiya” pending before the Hon’ble Delhi High Court in terms of the present Settlement Agreement. The Second Party shall reserve its rights to initiate new proceedings in case the First Party



withdraws her letter submitted to the Registrar of Trademarks in terms of para 1.2. above or renews the trademark registered under the Nos. 3487562, 3487563 and 3487564 in classes 35, 38 and 41.

2. Upon withdrawal of the trademarks and Litigations, the Parties shall have no claims (present & future) against each other and shall have no rights to institute any suit or legal proceeding or criminal proceedings or arbitration or any action of any nature whatsoever against each other, and all their rights shall stand extinguished.”

2. Learned counsel for the parties state that the compliances are complete.
3. This Court has perused the terms of settlement, particularly the contents of para 1 with its sub paras as also para 2 (wrongly numbered as para 3). The said terms appear to be within the four corners of Order XXIII Rule 3 of the Code of Civil Procedure, 1908.
4. The aforesaid Settlement Agreement has been furnished and is placed before the Court in terms of the order dated 21.05.2026 of the learned Division Bench in W.P.(C) No.9848/2017 captioned **“Gayatri Dahiya v. Union of India & Ors”**. The Settlement Agreement alongwith Annexures appended thereto shall be taken on record.
5. The parties are bound by the terms of the settlement as noted above.
6. Let a decree sheet be drawn up in terms of para 1, sub-paras 1.1. to 1.3 as also para 2 (wrongly numbered as para 3) of the Settlement Agreement dated 26.03.2026.
7. The suit is decreed and disposed of in the above terms alongwith all the pending applications, if any.
8. The date already fixed before the Joint Registrar (Judl.) i.e. 16.07.2026 stands cancelled.

TUSHAR RAO GEDELA, J

MAY 26, 2026

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