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

\+ CS(COMM) 438/2026 & I.As. 11642/2026, 11643/2026, 11644/2026 11645/2026, 11646/2026

CAPITAL FOODS PRIVATE LIMITED .....Plaintiff

Through: Mr. Pravin Anand, Mr. Dhruv Anand, Mr. Rohil Bansal and Mr. Chirayu Prahlad, Advocates.

versus

KEYA FOODS INTERNATIONAL PRIVATE LIMITED .....Defendant

Through: Mr. J. Sai Deepak, Senior Advocate with Mr. Neeraj Bhardwaj, Mr. N.K. Bhardwaj, Mr. Bikash Ghorai, Mr. Rahul Maratha and Mr. Salil Oberoi, Advocates.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

<u>O R D E R</u>

% **27.04.2026**

1. This suit is instituted on behalf of the Plaintiff seeking *inter alia* permanent injunction restraining the Defendant and all others acting on its behalf from directly or indirectly dealing in any products/services bearing the mark SCHEZWAN CHUTNEY, SCHEZWAN CHILLI GARLIC CHUTNEY, 

and/ or from using any other mark that may be deceptively similar to Plaintiff's registered mark SCHEZWAN CHUTNEY, amounting to infringement, amongst other reliefs.

2. Appearing on service of advance copy of the plaint, Mr. J. Sai

Deepak, learned Senior Counsel for the Defendant, on instructions, submits that without prejudice to Defendant's rights and contentions, in order to put a quietus to the litigation, Defendant has decided to settle the matter with the Plaintiff and accordingly, an e-mail dated 27.04.2026 was sent to the Plaintiff proposing the terms of settlement and Plaintiff has agreed to the settlement terms, however, the e-mail be placed in a sealed cover for the sake of confidentiality. Learned Senior Counsel further submits that as part of the settlement, it is open to the Defendant to sell the existing stock under the current packaging material within a period of six months from today. It is also submitted that as agreed, this settlement will be full and final settlement between the parties and Plaintiff shall not press the relief of costs and further, the settlement will not be construed as admission of infringement by the Defendant.

3. Mr. Pravin Anand, learned counsel appearing for the Plaintiff fairly acknowledges that parties have mutually settled their disputes and terms of settlement are reflected in the e-mail dated 27.04.2026 and the settlement is subject to the aforesaid riders. He also joins learned Senior Counsel for the Defendant in praying that the e-mail be placed in a sealed cover to maintain confidentiality.

4. As the parties have amicably settled their disputes, the suit is decreed in terms of the settlement as incorporated in e-mail dated 27.04.2026. The document is marked as **Exhibit-1** and shall be placed in a sealed cover by the Registry and retained. As agreed between the parties, Defendant is permitted to exhaust the existing stock of goods within six months from today in the current packaging material. An affidavit of undertaking shall be filed to this effect also disclosing the details of the existing stock, including

the manufacturing dates and batch numbers. The affidavit shall be filed within three weeks from today with advance copy to counsel for the Plaintiff. Needless to state that the settlement between the parties will be a full and final settlement and will not be construed as admission of infringement by the Defendant, as agreed. Plaintiff does not press the relief of damages and costs.

5. It is left open to the Plaintiff to press the relief sought in paragraph 81(f) in appropriate proceedings, in accordance with law.

6. Registry is directed to draw up the decree sheet.

7. Suit stands disposed of along with pending applications.

8. Plaintiff is held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.

9. Court appreciates the efforts put in by the parties as also learned counsels/Senior Counsel for the parties on record for bringing an expeditious closure to the suit.

JYOTI SINGH, J

APRIL 27, 2026/RW