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

+ **CS(COMM) 361/2022**

**HARIHARAN SUBRAMANIAM SOLE PROPRIETOR OF
SUBRAMANIAM & ASSOCIATES**Plaintiff

Through: Ms. Nancy Roy and Ms. Aastha Kakkar,
Advocates (through VC).

versus

S AND A LAW OFFICES & ORS.Defendants

Through: Ms. Vijaya Singh, Advocate for D-1 to
D8, D-10 to 13.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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05.01.2026

I.A. 33049/2025

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 filed jointly by the plaintiff and defendants no.1, 4 and 13. So far as the other defendants are concerned, they are covered by defendants no.1, 4 and 13 and though not named, are bound by the terms of the Settlement Agreement as well.

2. Para 3 of the present application contains the terms of the Settlement Agreement which are binding on the parties before this Court. The same are extracted hereunder:

‘A’ “A. The Defendant Nos. 1, 4 & 13 undertake to this Hon'ble Court that they shall not oppose/ challenge the aforesaid trademark(s) ['SNA', 'sna' and-] of the Plaintiff, either directly or indirectly, by themselves or through any other person at any time in future before any Court, Tribunal and/or Statutory Body, whether in India or in any foreign jurisdiction, on any grounds(s) whatsoever;

B. The Defendant Nos. 1, 4 & 13 affirm that in compliance of the Order dated June 2, 2022, they have ceased all use of the mark SNA

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including the domain name 'snalawoffices.com' and the email IDs associated therewith bearing the same mark.

C. The Defendant Nos. 1, 4 & 13 further agree to refrain from directly or indirectly using, in any manner whatsoever, the mark SNA, or sna either as a trade mark or part of a trade mark, trading style, domain name, hashtag, social media handle or email address or as a part thereof or in any other manner whatsoever, in relation to providing legal services, in future for all times to come.

D. The Defendant Nos. 1, 4 & 13 undertake to not file any application for registration of the trademark SNA or sna thereof in relation to legal services, and/or oppose the Plaintiffs use of the trademark SNA, for all times to come. Similarly, the Plaintiff undertakes not to file any rectification (or any other) application concerning the trademarks 'S&A', 'S&A Law Offices' and 'sandalawoffices' or any other marks being used or proposed to be used by the said Defendants.

E. The Defendant Nos. 1, 4 & 13 undertake that they have migrated to a new domain name 'sandalawoffices.com' and are using the email IDs associated therewith bearing the said mark.

F. In view of the above, the Plaintiff has agreed to forgo the relief of damages and costs sought in the present suit.”.... ‘B’

3. It may also be relevant to note para 7 of the application which reads thus:-

“7. That the Parties hereby agree before this Hon'ble Court that the present settlement shall be binding on all their respective partners or proprietors, associates, employees, members, licensees, successors, administrators, representatives and assigns, etc. and all others acting on their behalf, for all times to come.”

4. The terms of the Settlement Agreement provided in the application are taken on record and the clauses are marked from point ‘A’ to ‘B’ (paragraph A to paragraph F).

5. In terms of the aforesaid settlement agreement between the parties as also the terms which have been enumerated in paras 3 and 7, the suit is decreed in terms thereof.



6. Decree Sheet be prepared accordingly.
7. This application also seeks grant of refund of Court fees as per Section 16A of the Court Fees Act, 1870. Keeping in view the fact that the suit has not proceeded to substantive stage, 50% of the Court fees is directed to be refunded in terms of Section 16A of the Court Fees Act, 1870.
8. The Suit is disposed of accordingly.
9. It is however made clear that in case any dispute arises between the parties and in the event either party approaches this Court for enforcement of the Settlement Agreement/Decree, the said party or parties will become liable to pay the entire Court Fees thereon.
10. The date already fixed before the Joint Registrar i.e. 26.02.2026 is cancelled.

TUSHAR RAO GEDELA, J

JANUARY 5, 2026

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