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

+ **CS(COMM) 341/2024 & I.A. 9453/2024**

BULGARI S.P.A

.....Plaintiff

Through: Ms. Janhvi Badoliya, Advocate.

versus

**PRERNA RAJPAL TRADING AS THE AMARIS FLAGSHIP
STORE**

.....Defendant

Through: Mr. Gaurav Miglani, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

25.02.2026

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1. This suit is instituted on behalf of the Plaintiff for a decree of permanent injunction restraining the Defendant and all others acting on its behalf from manufacturing, marketing, importing, exporting, using, selling, soliciting, displaying advertising on the internet through its physical stores, websites, social media pages like Instagram and Facebook or by any other mode or manner the impugned goods.

2. Learned counsels for the parties jointly submit that the matter has been amicably settled between the parties. Ms. Prerna Rajpal had given a statement before the Court undertaking to abide by the settlement. In light of this, counsel for the Plaintiff submits that the suit be decreed.

3. Court has perused the terms of settlement and finds the same to be lawful. Statement of Ms. Prerna Rajpal is as follows:-

***“Statement of Ms. Prerna Rajpal, W/o Mr. Nikhil Rajpal, R/o 414,
The Magnolias, DLF Phase-5, Gurgaon, Haryana-12201.*”**



On S.A.

I am defendant in the present matter. As agreed between the parties I make this statement as proprietor of the defendant.

The defendant undertakes not to manufacture, market, import, export, use, sell, promote, display, advertise, or reproduce, whether directly or indirectly, through physical retail outlets, online platforms (including but not limited to websites and social media platforms such as Instagram and Facebook), or by any other means, either herself or through any third party acting on her behalf, now or at any time in the future the following:



1. The impugned good 'Shield-It Necklace' and other related/allied goods bearing the impugned artistic work or any other artistic works which may be identical with or obvious and/or substantial imitation to the Plaintiff's said original artistic work/copyright/



;

2. The impugned mark 'SERPENTI' as the name of its goods or in its description or any other marks in any manner whatsoever which may be identical with and/or deceptively similar to the Plaintiffs said trademarks/labels SERPENTI/



;

3. The impugned goods bearing the impugned trade dress which is identical with the Plaintiff's said trade dress



,



and



;

4. The Defendant has paid an amount of Rs. 4,00,000/- (Rupees Four Lakhs Only) on 31.10.2025 by Bank Transfer which belongs to the



counsel of the Plaintiff as costs/ compensation/damages in order to settle the instant case and the Plaintiff accordingly does not press for relief of damages / any other reliefs prayed for in Para 84 of Plaint against the Defendant.

5. The Defendant agrees and undertakes that in the event of any breach of its undertakings or in case of any future infringements by her, the Plaintiff will be entitled to seek all remedies available to it under applicable laws.”

4. Accordingly, the suit is decreed in terms of the settlement, which shall form a part of the decree and bind the parties thereto.
5. Registry is directed to draw up the decree sheet.
6. Suit is disposed of along with pending application.
7. Plaintiff is held entitled to refund of entire court fees in accordance with Court Fees Act, 1870.

JYOTI SINGH, J

FEBRUARY 25, 2026/RW