



\$~36

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 386/2021**

FLAMAGAS, S.A. & ANR.Plaintiffs
Through: Mr. Samik Mukherjee & Mr. Manosij
Mukherjee, Advocates.

versus

ROHIT AHUJADefendant
Through: Ms. Saumya, Advocate.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER
24.02.2026

%

I.A. 5094/2026

1. This is a joint application filed on behalf of the plaintiff and defendant under Order XXIII Rule 3 of Code of Civil Procedure, 1908 (CPC).
2. Learned counsel for the parties submits that the *inter se* disputes have been amicably resolved out of Court and the settlement terms are reduced into writing and are enumerated in para 4(i) to (vi) of the present application.
3. For the purpose of convenience, the terms of settlement are reproduced hereunder:-

*4. That the Parties have mutually agreed to resolve the issues and amicably settle the present suit. Pursuant to the foregoing, the Plaintiffs and Defendant have arrived at the following terms that:
I. The Defendant acknowledge the rights of the Plaintiffs over the trade mark "CLIPPER".*

II. The Defendant undertakes to provide any available information of any third party who the Defendant is aware are dealing with the infringing products;

III. The Defendant undertakes to not apply for registration under any authority seeking registration any mark identical or deceptively similar to the word "CLIPPER" for goods falling under Class 34;

IV. The Defendant undertakes to never challenge the rights of the



Plaintiffs in the trade mark "CLIPPER";

V. The Defendant undertakes to destroy the goods seized and inventoried by the Local Commissioner during the raid on 03.09.2021.

VI. The Parties agree and undertake that neither the Plaintiffs nor the Defendant shall press for/claim/institute any proceedings for restitution or recovery of any costs or damages in respect of any claims addressed in the present suit;”

4. Learned counsel appearing for the plaintiff submits that in terms of sub para 4(v), the defendant undertook to destroy the goods seized and inventorised by the Local Commissioner during the commission executed on 03.09.2021.

5. He states that the defendant be directed to place on record a compliance affidavit in that regard.

6. The terms of settlement appear to be lawful. The said terms appear to be within the contours of Order XXIII Rule 3, CPC. The parties shall remain bound by such terms of settlement.

7. This Court has perused the terms of settlement and there does not seem to be any impediment in decreeing the suit in terms of the settlement contained in para 4 of the application.

8. In terms of sub para (v) of para 4 of the application, the defendant shall destroy the goods seized and inventorised by the Local Commissioner within four weeks from date.

9. The defendants are directed to file an affidavit of compliance in terms of para 4(v) within two weeks thereafter and an advance copy thereof be also served upon the plaintiff.

10. The suit be decreed in above terms.

11. Let a decree sheet be drawn up in terms of para 4 of the application.

12. The suit is decreed and disposed of with all pending applications.

13. On an oral request, the Court fees in terms of Section 16 of the Court



Fees Act, 1987 be refunded to the plaintiff upon completion of all formalities as per rules.

14. The next date before the Joint Registrar i.e. 13.03.2026 stands cancelled.

TUSHAR RAO GEDELA, J

FEBRUARY 24, 2026/ng