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

+ **CS(COMM) 512/2025**

HIMANSHU KUKREJAPlaintiff

Through: Mr. Kunal Vats, Advocate.

versus

PRATEEK SACHDEVADefendant

Through: Mr. Shubham Jain, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

22.05.2026

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I.A. 14514/2026

1. This application is jointly filed on behalf of the Plaintiff and Defendant under Order XXIII Rule 3 read with Section 151 CPC for recording of settlement between parties.
2. This suit is instituted on behalf of the Plaintiff *inter alia* seeking a decree of permanent injunction against the Defendant restraining the Defendant and all others acting on his behalf from using the trademark '9 LIQUOR LAND', in any manner and/or any other trademark subsuming 'LIQUORLAND' or any of its derivatives/formatives in respect of any shop, store, restaurant, liquor vends etc.
3. During the pendency of the suit, parties have settled their disputes amicably and terms of settlement are incorporated in paragraph 3 of the application. For ready reference, the terms of settlement are hereinunder:-

"3. That during the pendency of the matter, the Plaintiff and Defendant (hereinafter referred to as "Parties") have agreed to amicably resolve and settle the dispute based on the following terms and conditions:-

i. The Defendant acknowledges and recognizes the statutory and common law rights of the Plaintiff, vesting in the trademarks/ logos



'LIQUOR LAND' and or its derivatives/formatives;

ii. The Defendant undertakes that he shall not object or challenge the rights of the Plaintiff vesting in the trademarks/ logos 'LIQUOR LAND' and or its derivatives/formatives, in any manner whatsoever.

iii. The Defendant, explicitly undertakes that he, by himself, his C&F Agents, dealers, distributors, retailers, representatives, agents, assignees or anyone acting on his behalf, is/are not operating any shop, store, restaurant, liquor vends, etc. under the name and style '9 LIQUOR LAND' or any other mark or name which is identical/deceptively similar to the marks registered in favour of the Plaintiff;

iv. The Defendant unconditionally agrees that he, by himself, his C&F Agents, dealers, distributors, retailers, representatives, agents, assignees or anyone acting on his behalf, shall refrain from using the impugned mark '9 LIQUOR LAND' or any other mark or name which is identical/deceptively similar to the marks registered in favour of the Plaintiff, in any manner whatsoever;

v. The Defendant agrees to destroy all the billboards, brochures, pamphlets, price list and any other material bearing impugned trademark- '9 LIQUOR LAND', if any in the possession of the Defendant, within a period of ten (10) days from the date of execution of the present application;

vi. The Defendant agrees to assign/transfer his Trademark Registration bearing No. '4711250' in Class 43, pertaining to the mark - '9 LIQUOR LAND', in favour of the Plaintiff, within a period of ten (10) days from the date of execution of the present application;

vii. The Defendant agrees that for the purpose of executing the above transfer/assignment of his Trademark Registration bearing No. '4711250' in Class 43, pertaining to the mark - '9 LIQUOR LAND', in favour of the Plaintiff, the Defendant shall take all the necessary steps including but not limited to signing the necessary documents, etc. However, it is clarified any fees/charges/expenses in respect of such transfer shall be borne by the Plaintiff only.

viii. The Defendant shall, within a period of 48 (forty-eight) hours from the execution of the present application, remove or cause to be removed all physical and online listings, if any, bearing the impugned mark '9 LIQUOR LAND', to the extent such listings are owned, operated, maintained by the Defendant.;

ix. The Defendant, in order to put quietus to the present dispute, has voluntarily agreed to pay a cost of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only) in favour of the Plaintiff before the listing of the present Application and the proof of payment shall be furnished to the Plaintiff prior to the listing of the present Application.



x. In light of the above terms, agreed upon between the Parties, the suit be decreed. However, it has been agreed between the parties that in case of any breach of the said terms by the Defendants, the said Defendants shall be liable to pay damages to the Plaintiff as prayed in the suit.”

4. Learned counsels for the parties jointly submit that under clauses (v), (vi) and (vii) of the terms of settlement, it was agreed that Defendant shall destroy all billboards, brochures, pamphlets, price list and any other material using the impugned trademark within 10 days from the date of execution of the present application and assign/transfer the trademark registration bearing No. 4711250 in Class 43 in favour of the Plaintiff within the same time. It was also agreed that for purpose of executing the transfer/assignment agreement, Defendant shall take all necessary steps. However, the timelines agreed upon have expired and therefore, the timelines be extended with mutual consent by a further period of 15 days from today.

5. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, this application is allowed and disposed of, recording the settlement between the parties and granting further period of 15 days from today to the Defendant to comply with its obligations under clauses (v), (vi) and (vii) incorporated in paragraph 3 of the present application.

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6. Suit is decreed in terms of the settlement between the parties. Terms of settlement shall form a part of the decree and needless to state bind the parties thereto.

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

8. Suit stands disposed of along with pending applications.

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



10. Date of 13.08.2026 is cancelled.

MAY 22, 2026/RW

JYOTI SINGH, J