



2026:DHC:1993-DB



\$~10

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **RFA(OS)(COMM) 17/2025 & CM APPL. 35720/2025****MERLIN RUBBER** .....Appellant

Through: Mr. P.C. Arya, Adv.

versus

**BRIDGESTONE CORPORATION** .....Respondent

Through: Mr. Dhruv Anand, Ms. Nimrat Singh and Mr. Dhananjay Khanna, Advs.

**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****ORDER (ORAL)**% **09.03.2026****C. HARI SHANKAR, J.**

1. Learned Counsel for the parties are present. The dispute between the parties stands settled by mediation. A copy of the settlement agreement dated 19 January 2026 is on record. The respondent is identified as the First Party and the appellant is the Second Party in the settlement agreement.

2. The terms of settlement agreement read thus:

"i. The Second Party undertakes to abide by the decree as passed by the learned Single Judge and in terms of paragraph 62 (a) (b) and (c) of the Plaint in the suit. The para 62 (a) (b) and (c) of the plaint are reproduced as under:

"62. It is, therefore, prayed that this Hon'ble Court may be pleased to grant:



a) An order for permanent injunction restraining the Defendant, its partners, if any, officers, servants, agents, distributors, stockists and representatives and anyone acting for or on its behalf from importing, manufacturing, warehousing, selling and/or offering for sale, advertising, directly or indirectly dealing, in any manner, in any goods including Tyres bearing the deceptively similar trademark/s BRIMESTONE or the 'B' mark amounting to an infringement of the registered Trademarks of the Plaintiff as mentioned in paragraphs paragraph 11 of the plaint specifically registration numbers; 238591, 696551, 1837778, 770121, 770127, 408044 of the Plaintiff.

b) An order for permanent injunction restraining the Defendant, its partners, if any, officers, servants, agents, distributors, stockists and representatives and anyone acting for or on its behalf from importing, manufacturing, warehousing, selling and/or offering for sale, advertising, directly or indirectly dealing, in any manner, in any good sincluding Tyres bearing the deceptively similar trademark/s BRIMESTONE or the 'B' mark amounting to passing off of the Defendant's products as those of the Plaintiff;

c) An order for permanent injunction restraining the Defendant, its principal officers, servants, agents, their affiliates, subsidiaries, distributors, and all others acting for and on their behalf from using trademarks, patterns, labels, logos or devices, which are identical or deceptively or confusingly similar to the Plaintiffs trademarks as mentioned in paragraph 11 of the Plaint or any similar trademark so as to misrepresent the quality/ origin of their goods and from taking unfair advantage of the Plaintiffs reputation and goodwill in the said trademarks or any similar trademark thereby causing dilution and tarnishment of the Plaintiffs abovementioned trademarks;"

ii. The Second Party undertakes to pay Rs. 20,00,000/- (Twenty Lakhs only) as damages in lieu of what was granted by the learned Single Judge on 25th March, 2025 to the First Party. The said sum will be paid by way of a cheque/demand draft in favor of 'Anand and Anand', the First Party's legal counsel and authorized representative within a period of Two weeks from the date of signing of the present Settlement Agreement. The First Party hereby waives the damages amount as granted by the Learned Single Judge under para 62(e) of the Plaint in view of the



2026:DHC:1993-DB



aforesaid settlement amount of Rs.20,00,000/- (Rupees Twenty Lakhs only).

iii. It is agreed by the First Party that the damages/costs of Rs. 20,00,000/- (Rupees Twenty Lakhs only) shall be received by M/s Anand and Anand Advocates, (who are authorized to collect these costs on behalf of the First Party and thereafter remit the funds to the First Party as per the RBI rules). The Plaintiffs legal counsel will remit the above-mentioned amount to the First Party i.e., Bridgestone Corporation in accordance with the laws and regulations. That the arrangement regarding the payment of damages/costs to M/s Anand and Anand is an internal understanding between the First Party and its counsel. The Second Party has no concern or privity with the said arrangement. The sole obligation of the Second Party is limited to making payment of a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) to M/s Anand and Anand.

iv. The Second Party also undertake to destroy all infringing goods of any description in their possession as seized during the Local Commissioner's visit on 2nd May, 2025 (as also mentioned in the Superdarinama signed on the same date) within a week from the date of the disposal of the instant Appeal based on the present Settlement Agreement at a date and time fixed mutually by both the parties and furnish proof of the same to the First Party subject to the order of the Hon'ble Court. The Parties shall jointly request the Hon'ble Court to record the same.

v. That the First Party undertakes not to claim any further amount towards damages, costs, or any other charges apart from the aforesaid sum. Upon receipt of Rs. 20,00,000/- (Rupees Twenty Lakhs only), the First Party shall treat the same as full and final settlement and shall not initiate or pursue any execution proceedings for recovery of any additional amount.

vi. That the First Party undertakes that upon receipt of the aforesaid amount of Rs. 20,00,000/- (Rupees Twenty Lakhs only), the decree shall be deemed to have been fully satisfied.

vii. The undertakings given herein shall also be binding on all the legal heirs, representatives and assigns-in-business of the Second Party herein. A breach of these undertakings shall automatically entitle the First Party to



2026:DHC:1993-DB



take recourse to such legal remedies as may be available in law including for contempt of court.

viii. That the Second Party may seek the refund of the entire or excess court fees, as applicable or permissible.

ix. That in terms of the present settlement, the instant Appeal being RFA(OS)(COMM) may be disposed of accordingly by the Hon'ble Court.”

3. The Court has perused the terms of settlement and find them enforceable and in order. Learned Counsel also undertakes, on behalf of their respective clients, to abide by the terms of settlement.

4. Accordingly, the dispute does not survive for consideration. The appeal as well as the suit would stand decreed in terms of the aforesaid settlement agreement.

5. The Registry is directed to draw up a decree sheet forthwith.

6. The appeal stands disposed of in the aforesaid terms.

7. Mr. P.C. Arya, learned Counsel who appears for the appellant, submits that court fees of ₹1,13,596 has been paid in excess by the appellant.

8. Though we have disposed of this appeal, list this matter for ascertaining the aspect of court fees before the Joint Registrar on 20 March 2026.

9. In case the court fees are found to have been paid in excess, the



2026:DHC:1993-DB



appellant would be entitled to a refund thereof.

**C. HARI SHANKAR, J**

**OM PRAKASH SHUKLA, J**

**MARCH 9, 2026/AR**