



\$~83

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

+ **CS(COMM) 704/2025, I.A. 16784/2025 & 20571/2025**

GRAVITY BATH PVT. LTD.

.....Plaintiff

Through: Mr. Prajjwal Kushwaha, Advocate.

versus

M/S CHAUHAN SANITATION

.....Defendant

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

29.04.2026

%

1. This suit is instituted on behalf of the Plaintiff seeking decree of permanent injunction restraining the Defendant and all others acting on its

behalf from using the impugned mark GRAVETY/  in the course of trade and from selling, offering for sale, advertising, manufacturing, importing, exporting, and directly or indirectly dealing in any goods bearing the impugned trademark and/or any other mark identical or deceptively similar to Plaintiff's 'GRAVITY' trademarks amounting to infringement and/or passing off of Plaintiff's registered trademark as also unfair competition, amongst other reliefs.

2. By order dated 17.07.2025, Court passed an *ex parte* ad interim injunction, restraining Defendant and all others acting on its behalf from selling, offering for sale, advertising, etc., their products under the trademark



GRAVETY/ and/or any other mark identical or deceptively similar to Plaintiff's GRAVITY trademarks. The interim injunction has continued till date.

3. During the pendency of the suit, parties were referred for mediation before the Delhi High Court Mediation and Conciliation Centre, where they have amicably settled their *inter se* disputes and executed a Settlement Agreement dated 16.03.2026. Copy of the Settlement Agreement has been placed on record. As per one of the terms of the settlement, Defendant had undertaken to pay a sum of Rs.8,00,000/- to the Plaintiff towards compensation costs etc., in three installments. Learned counsel for the Plaintiff acknowledges that the entire sum of Rs.8,00,000/- stands paid as agreed between the parties.

4. Court has perused the terms of settlement and finds the same to be lawful.

5. Accordingly, the suit is decreed in terms of the Settlement Agreement which shall form part of the decree and bind the parties thereto.

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

7. Suit along with pending applications stands disposed of.

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

JYOTI SINGH, J

APRIL 29, 2026/RW