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

+ **CS(COMM) 824/2025, I.A. 19585/2025, I.A. 19589/2025, I.A. 28752/2025 & I.A. 29097/2025**

P. P. JEWELLERS PVT. LTD.Plaintiff

Through: Ms. Swathi Sukumar, Senior Advocate
alongwith Mr. S.K. Bansal and Mr.
Pankaj Kumar, Advocates.

versus

DURGA TRADING COMPANYDefendant

Through: Mr. Nishi Ranjan Singh, Advocate
(through VC).
Ms. Malvika Trivedi, Senior Advocate
alongwith Mr. Harshit Khanduja, Ms.
Simran Mulchandani, Ms. Divya
Naraynan and Ms. Sujal Gupta,
Advocates for Intervenor Mr. Pawan
Gupta, original founder of PPJ Group.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **05.02.2026**

I.A. 29097/2025 (u/O XXIII Rule 3 of CPC) in CS(COMM) 824/2025

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, filed jointly by plaintiff and the defendant.
2. Ms. Swathi Sukumar, learned Senior Counsel for the plaintiff and Mr. Nishi Ranjan Singh, learned counsel for the defendant jointly submit that the parties were able to resolve their disputes by an amicable resolution outside the Court and have reduced the terms of settlement into writing which is enumerated in para nos. 4 to 11 of the present application.
3. The terms of the settlement enumerated in para nos. 4 to 11 are extracted



hereunder:

“4. That the parties to the suit thereafter agreed to amicably resolve the issues in the suit in furtherance thereof:

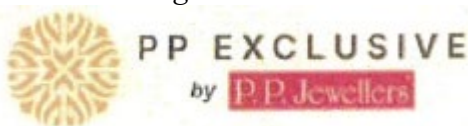
(i) Plaintiff and the defendant have entered into Fresh Franchise Agreement dated 09.10.2025 in relation to use of the trademarks PP and PP formative trademark by the defendant in relation to sale and service of jewellery and other related products or rendering of service thereunder. A copy of the said Franchise Agreement is filed herewith.

(ii) The defendant has assigned the trade mark PP EXCLUSIVE (Regn. No. 4919958, Class 14) together with the goodwill of the business relating thereto to the plaintiff vide Deed of Assignment Dated 20.08.2025. A copy of the said Deed of Assignment is filed herewith.

5. That the defendant has no objection if the suit is decreed in favour of the plaintiff by passing a permanent injunction restraining the defendant by themselves as also through their individual proprietors, partners, directors, agents, representatives, distributors, assigns, heirs, successors, and all others acting for and on their behalf from using, selling, soliciting, exporting, displaying, advertising and dealing in physically or through internet/online mode under the impugned trade mark/logo and trade name PP EXCLUSI



and



(i.e. PP

EXCLUSIVE with or without P.P JEWELLERS and word/mark pp exclusive with or without pp jewellers and pp exclusive by pp jewellers as material part of its domain name, social media and e-commerce pages) or any other trademark/label/name/logo identical with and/or deceptively similar to that of the Plaintiffs trade mark/logo/trade name/domain name P.P.JEWELLERS in relation to impugned goods and business of jewellery and fashion accessories falling in class 14.

6. That the defendant agrees to give and file no objection affidavit for recordial of Plaintiff as subsequent proprietor of the trademark PP EXCLUSIVE bearing Regn. No. 4919958 in Class 14 before Trade Marks Registry.

7. That the defendant agrees to abide by the terms of Franchise Agreement dated 09.10.2025 entered into by him with plaintiff and the earlier Franchise Agreement between Plaintiff and Defendant shall be treated as mutually terminated.

8. That in view of execution of Fresh Franchise Agreement dated 09.10.2025 and Deed of Assignment Dated 20.08.2025 as well as suffering of decree of permanent injunction, the plaintiff is not pressing for costs and damages/rendition of account and other ancillary reliefs against the defendant.



9. *That the defendant shall abide by the terms of present settlement. In case of breach of any of the terms of this settlement, the Plaintiff shall have the liberty to initiate appropriate legal action against the defendant to safeguard its interests and in that circumstances the defendant shall be liable to pay punitive and exemplary damages jointly and severally.*

10. *That the above-mentioned compromise terms shall bind the parties, their directors/partners/proprietor/representatives, assigns and all other persons claiming through them as the case may be.*

11. *That the present settlement has been arrived between the parties without force, undue influence and coercion.”*

4. This Court has perused the terms of settlement and finds them lawful as also within the parameters of Order XXIII Rule 3 of CPC, 1908. There is no impediment in case the Suit is decreed in terms of the Settlement Agreement.

5. The settlement terms are taken on record and would form part of the decree.

6. The parties shall remain bound by the terms of settlement agreement arrived at and enumerated in para nos.4 to para 11 of the application.

I.A. 28752/2025 (u/O 1 Rule 10 r/w Section 151 of CPC) in CS(COMM) 824/2025

7. This is an application under Order 1 Rule 10 read with Section 151 of the Code of Civil Procedure, 1908 filed on behalf of Mr. Pawan Gupta, resident of C-19, Rana Pratap Bagh, New Delhi-110007, claiming to be the original founder of PPJ Group seeking intervention/impleadment in the present suit.

8. On the last date of hearing i.e., 13.01.2026, this Court had heard the arguments of the learned Senior Counsel for the parties *qua* the said application. It appeared that there could be a possibility of the parties to have a discussion and therefore, the matter was posted for today.

9. Today, Ms. Trivedi, learned Senior Counsel for the Intervenor submits, under instructions of Mr. Pawan Gupta, that I.A. 29097/2025 (u/O XXIII Rule 3 CPC) the application may be allowed subject to certain conditions which may



be placed before the plaintiff.

10. Ms. Sukumar, learned Senior Counsel appearing for the plaintiff has been handed over a short note in respect of the conditions on behalf of the intervenor/proposed defendant, Ms. Sukumar submits that out of the three conditions which are placed before the Court for consideration, she would have objection to the language of proposal no.II. Other than that, Ms. Sukumar, learned senior counsel submits that the plaintiff would have no objection in case the rights, contentions and remedies of the intervenor are kept open.

11. Accordingly, the present intervention application is permitted to be withdrawn without prejudice to the applicant's rights to avail the appropriate remedies in accordance with law.

12. It is made clear that this Court has not made any observation on the Franchise Agreement dated 09.10.2025 executed between the plaintiff and the defendant-M/s. Durga Trading Company.

13. It is clarified that the rights and contentions of the applicant/intervenor are expressly kept open.

14. The application is disposed of in the above terms.

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15. Since I.A. 29097/2025 under Order XXIII Rule 3 CPC, 1908 stands allowed, the Suit is decreed *qua* the defendant and disposed of in terms thereof.

16. Let a Decree Sheet be drawn up *qua* the defendant in terms of the Settlement Agreement noted herein-above.

17. At the request of Ms. Sukumar, learned Senior Counsel appearing for the plaintiff, the refund of Court Fees in terms of Section 16 of the Court Fees Act, 1870 is granted upon fulfilment of formalities as per rules.

TUSHAR RAO GEDELA, J

FEBRUARY 5, 2026/kct

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