



2026:DHC:2717-DB



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

+ **RFA(COMM) 27/2024**

MOHD SHAH FAHAD

.....Appellant

Through: Mr. Pulkit Thareja, Adv.

versus

RAGHAV NATHANI & ANR.

.....Respondents

Through: Respondent 1 in person.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

ORDER (ORAL)

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23.03.2026

C. HARI SHANKAR, J.

1. This is a peculiar case in which, though the appellant and the respondents, who were litigating before the learned Commercial Court, had filed a settlement agreement and requested the learned Commercial Court to pass a consent decree in terms of the settlement agreement, the learned Commercial Court refused to do so and has proceeded to dismiss the suit.

2. The appellant is represented through Mr. Pulkit Thareja and Respondent 1, who is the only contesting respondent, are present in person. They pray *ad idem* that the impugned judgment may be set aside and the suit decreed in terms of the settlement agreement dated 27 September 2023.



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3. We have perused the contents of the settlement agreement dated 27 September 2023. We find that it is in order and is enforceable in law.

4. In the circumstances, we do not desire to express our opinion with respect to the decision of the learned Commercial Court to proceed to dismiss the suit on merits even when the parties had settled the dispute out of Court.

5. In view of the submissions made *ad idem*, the impugned judgment is quashed and set aside.

6. CS (Comm) 3898/2021 stands settled in terms of settlement agreement dated 27 September 2023. The terms of settlement read thus:

“1. Defendant No.1 shall not use, in and/or outside India, in any manner whatsoever, for selling, offering for sale, advertising, directly or indirectly dealing in any products or services under the Infringing Marks namely ‘Classio’ in any manner whatsoever or any other trade mark/logo or device or domain name etc. which is identical or deceptively similar to the ‘Classio’ of the Plaintiff, as defined in the Plaintiff.

2. Defendant No.1 shall cease use and remove from their premises, all banners, visiting cards, brochures or boards etc. containing Infringing Marks of 'Classio', including word and logo marks.

3. Defendant No. 1 further agree to remove all online presence including digital advertisements, photos, videos, social media or any other digital presence currently in use of Infringing Marks of 'Classio'.

4. Defendant No.1 agrees to withdraw the application 4893418 and 4586234 or any other application filed by the defendant before the Indian Trade Marks Registry and shall share

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the proof of withdrawal within one week from the execution of the present Settlement Agreement.

5. Defendant No.1 and further submit that he has not, filed any other trade mark application(s) containing the Infringing Marks (as defined in the Plaintiff) or any other trade mark which is identical or deceptively similar to the 'Classio' Marks of the Plaintiff (as defined in the Plaintiff).

6. Defendant No.1 undertakes he shall not file any other trade mark application(s) containing the Infringing Marks (as defined in the Plaintiff) or any other trade mark which is identical or deceptively similar to the 'Classio' mark of the Plaintiff (as defined in the Plaintiff), before any trade mark office.

7. That the Defendant hereby with the signing of the present settlement agreement hands over a cheque for a sum of INR 80,000/- (Rupees Eighty Thousand Only) issued in the name of the plaintiff, bearing cheque No.000016, dated 27/09/2023 drawn on HDFC Bank. A copy of the cheque is annexed along with the present agreement.

8. That the Parties herein undertake to have this Commercial Suit decreed in terms of the present Settlement Agreement. That it is also agreed between the Parties that the First Party shall make an application for or make an oral prayer seeking refund of court fee under section 16 of the Court Fees Act, 1860, simultaneously with the Parties seeking disposal of the pending Commercial suit in accordance with terms of this Settlement Agreement.

9. That the Parties hereto state that all or any dispute and difference arising out of the Commercial Suit between the Parties, has been amicably settled by way of execution of this present Settlement Agreement.

10. That the Parties undertake that all the disputes and matters whatsoever arising under, in connection with or incident to this Settlement Agreement shall be adjudicated before the competent in Delhi, to the exclusion of the Courts of any other states in the country.

11. The Parties agree and understand that the present Settlement Agreement is a highly confidential document and shall not be processed or published in any manner whatsoever by way of a press release or any other publication for wide circulation which shall be detrimental to the interest of either the Parties. Notwithstanding the above, the Second Party shall be at the liberty to submit the present Settlement Agreement to any government

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body for regulatory compliances after taking prior written consent from the First Party.

12. That the Parties agree that all the terms and conditions laid out in the present Settlement Agreement are fair and reasonable and have been entered into with full appreciation of its various clauses and implications.

13. That the Parties further represent and warrant that their respective signatories are duly authorized and have full capacity to execute this Settlement Agreement.

14. That the Parties undertake that they shall be bound by this Settlement Agreement and will abide by the terms and conditions set out in the Settlement Agreement in letter and spirit and upon signing this Settlement Agreement there will be no claims and disputes left between the Parties arising out of this Commercial Suit.”

7. The parties shall remain bound by the aforesaid settlement agreement.

8. In the circumstances, nothing further survives for adjudication in the appeal. The appeal as well as the suit stand disposed of in terms of the settlement agreement.

9. The Registry is directed to draw up a decree in terms of the settlement agreement dated 27 September 2023 between the parties.

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

C. HARI SHANKAR, J.

OM PRAKASH SHUKLA, J.

MARCH 23, 2026/aky

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