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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 885/2025, I.A. 20741/2025 & I.A. 20745/2025**

LT FOODS LIMITED & ANR.Plaintiffs
Through: Mr. R. Abhishek, Mr. Praveen Kumar,
Mr. Sidhi Pramodh Rayudu and Mr.
Avinash Sharma, Advocates.

versus

M/S ASHISH TRADERSDefendant
Through: Mr. Ankur Vyas, Advocate (Through
VC)

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER
20.02.2026

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I.A. 4784/2026 (under Order XXIII Rule 3 CPC)

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, (hereinafter referred to as 'CPC') filed jointly on behalf of the plaintiffs as also the defendant.
2. Learned counsel for the parties jointly submit that an out of Court settlement resolving the disputes between the parties has fructified and the terms of settlement have been reduced into writing *vide* the Settlement Agreement dated 11.12.2025.
3. The said Settlement Agreement dated 11.12.2025 is appended to the application as Document-A.
4. The terms of settlement commence from page no.15 from para (i) to (xiii) which are reproduced hereunder:-

"i. The Defendant acknowledges and confirms that the Plaintiffs are the proprietors of the trademarks/labels "DAAWAT" and "ROYAL" and related marks, the details of which are set out in



Annexure - B & C respectively hereto, and that such marks are registered in India and abroad and enjoy extensive reputation and goodwill.

ii. The Defendant expressly acknowledges and accepts that the trademark/label 'DAAWAT' is a well-known mark belonging to the Plaintiffs within the meaning of the Trade Marks Act, 1999, and that the Plaintiffs enjoy an extensive and enforceable reputation and goodwill in the said mark.

iii. The Defendant hereby undertakes to restrain itself, its directors, its principal officers, family members, servants, agents, vendors, dealers, manufacturers, distributors, retailers and anyone acting for and on its behalf from producing, selling, offering for sale or advertising, promoting its goods or services, exporting or enabling advertising campaigns either directly or indirectly in physical/electronic form, internet, websites or in any manner any product packaging bearing the mark /label "DAWAT" or "ROYAL" in conjunction with any other word which is identical or deceptively similar to the Plaintiffs marks /labels of "DAWAT" or "ROYAL" or related marks, or in a manner so as to suggest an affiliation approval, license, connection, sponsorship or endorsement with the Plaintiffs so as to result in Infringement.

iv. The Defendant hereby undertakes to restrain itself, its directors its principal officers, family members, servants, agents, vendors, dealers, manufacturers, distributors, retailers and anyone acting for and on its behalf from producing, selling, offering for sale or advertising, promoting its goods or services, exporting or enabling advertising campaigns either directly or indirectly in physical/electronic form, internet, websites or in any manner any product packaging bearing the mark/label "DAWAT" or "ROYAL" in conjunction with any other word which is identical or deceptively similar to the Plaintiffs marks /labels of "DAWAT" or "ROYAL" or related marks, or in a manner so as to suggest an affiliation, ~ approval, license, connection, sponsorship or endorsement with the Plaintiffs so as to result in Infringement.

v. The Defendant hereby undertakes to restrain itself, its directors, its principal officers, family members, servants, agents, vendors, dealers, manufacturers, distributors, retailers and anyone acting for and on its behalf from infringing the copyright of the Plaintiffs in the trademark "DAWAT" or "ROYAL" and related marks.

vi. The Defendant further undertakes to refrain from passing off its goods or business as those of the Plaintiffs by using packaging, get-up, colour scheme, design, or trade dress identical or deceptively similar to those used by the Plaintiffs for



their "DAAWAT" and "ROYAL" brands

vii. The Defendant undertakes to refrain from infringing the Plaintiffs' copyright in the artistic work, trade dress, and label design associated with the trademarks "DAAWAT" and "ROYAL" and related marks.

viii. The Plaintiffs shall be entitled to inform the public at large about the amicable resolution of the dispute and the protection of their intellectual property rights through print, digital, or other public media as they deem appropriate.

ix. The present suit, being CS (COMM) No. 885 of 2025, may be disposed of by the Hon 'ble Court in terms of this Settlement Agreement.

x. The Plaintiffs shall be entitled to apply for refund of the court fees under Section 16 of the Court Fees Act, 1870, read with Section 89 of the Code of Civil Procedure, 1908.

xi. The Parties confirm and declare that they have voluntarily and of their own free will entered into this Settlement Agreement and that the same shall be binding on their respective successors, administrators, sister concerns, directors, partners, subsidiaries, and all those acting for and on their behalf.

xii. This Settlement Agreement constitutes the entire understanding between the Parties and supersedes all prior communications and representations relating to the subject matter hereof.

xiii. That the parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future."

5. The Settlement Agreement dated 11.12.2025 alongwith the affidavits of both the parties are taken on record. The other documents like Document-B, C, D and E are also taken on record.

6. Learned counsel for the parties submits that there is no compliance left to be completed.

7. This Court has perused the terms of settlement and finds them lawful and the settlement terms are within the contours of Order XXII Rule 3, read with Section 151 CPC.



8. The parties shall remain bound by the terms of the Settlement Agreement dated 11.12.2025.
9. There is no impediment in case this Court decrees the Suit in terms of the Settlement Agreement dated 11.12.2025.
10. Let a decree sheet be drawn up in terms of the Settlement Agreement dated 11.12.2025.
11. The plaintiffs shall be entitled to refund of Court Fees under Section 16 of the Court Fees Act, 1870, upon completion of all formalities as per the rules.
12. The Suit is decreed and disposed of alongwith all pending applications, if any.

TUSHAR RAO GEDELA, J

FEBRUARY 20, 2026

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