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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 815/2023, I.A. 22458/2023 & I.A. 1934/2024**
MAKEMYTRIP INDIA PRIVATE LIMITEDPlaintiff
Through: Mr. Mohit Goel, Mr. Sidhant Goel and
Mr. Arpit Pundir, Advocates.

versus

DIALMYTRIP TECH PRIVATE LIMITEDDefendant
Through: Mr. Anil Kumar Sahu, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **04.02.2026**

1. Learned counsel for the parties submit that under the aegis of the Delhi High Court Mediation & Conciliation Centre, the parties have been able to resolve their disputes and reduced the terms of settlement into writing *vide* the Settlement Agreement dated 19.11.2025.
2. The terms of the settlement between the parties have been enumerated in para 1 to para 18 commencing from page 3 of the Settlement Agreement dated 19.11.2025.
3. Learned counsel for the parties draw attention of this Court to para nos.8 & 9 of the Settlement Agreement, according to which certain compliances have to be effected by the defendant within a period of 12 months. It is directed that the defendant shall issue a written intimation to the plaintiff about the compliances in respect of para nos.8 & 9 of the Settlement Agreement within 30 days of the expiry of the 12 months period. A copy of the said intimation and all compliances contained in para nos.8 & 9 of the Settlement Agreement shall also be filed under an affidavit before this Court too within the same time period as specified above.
4. Equally, as per the terms contained in para 4 of the Settlement Agreement, the defendant had undertaken to withdraw the infringing word mark Application no.6039656 in Class-36 for "DIALMYTRIP" and/or any



other Trade Mark application filed, which may be identical or deceptively similar to the mark of the plaintiff. The said compliance is to be executed within two months from the date of the Settlement Agreement i.e. 19.11.2025.

5. It is noted that since, no such application has been submitted to the Trade Marks Registry till date, this Court permits further extension of 30 days to execute and comply with the terms contained in para 4 of the Settlement Agreement. The defendant shall also intimate by way of a written communication to the plaintiff, the steps undertaken in terms of para 4. The order which may be passed upon such application for withdrawal shall also be intimated to the plaintiff.

6. Affidavit in terms of the compliances of para 4 shall be filed before this Court within two months from today.

7. The Settlement Agreement dated 19.11.2025 alongwith all Annexure-A & Annexure-B are taken on record. The parties shall be bound by the terms of the Settlement Agreement dated 19.11.2025.

8. Having perused the terms of settlement and having heard the learned counsel, this Court is of the view that there is no impediment in decreeing the Suit in terms of the Settlement Agreement.

9. Let a decree sheet be drawn up in terms of the Settlement Agreement dated 19.11.2025 *qua* the defendant.

10. As requested by the learned counsel for the plaintiff, the Court Fees be refunded under Section 16 of the Court Fees Act, 1870 upon completion of all the formalities as per rules.

11. The suit is decreed and disposed of in the above terms alongwith all pending applications.

TUSHAR RAO GEDELA, J

FEBRUARY 4, 2026/kct