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

+ **CS(COMM) 852/2024**

TATA SONS PRIVATE LIMITED & ANR.Plaintiffs

Through: Mr. Rohil Bansal and Mr. Chirayu
Prahlad, Advocates.

versus

VIKRAM TEA PROCESSOR PRIVATE LIMITEDDefendant

Through: Mr. Sachin Gupta, Mr. Rajat Jain, Ms.
Mahima and Ms. Sakshi, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **19.03.2026**

I.A. 7114/2026

1. This application is filed on behalf of the Defendant under Sections 151 and 152 CPC seeking modification/clarification of paragraph 5 of order dated 25.02.2026 to the extent it reads “read with paragraph 75 (i), (ii), (iii) and (iv) of the plaint”.

2. It is stated in the application and urged by Mr. Sachin Gupta that the parties consciously agreed that decree will be confined to obligations recorded in the settlement terms and decreeing the suit in terms of paragraph 75 (i)-(iv) of the plaint will imply that Court has adjudicated on the merits of the case and arrived at finding of infringement and passing off, which will create unintended consequences for the Defendant, which is pursuing independent proceedings against third parties who are infringing Defendant's trademarks and trade dress, before other Courts, including the



Bombay High Court. It is urged that *albeit* it was agreed on 25.02.2026 that the suit be decreed in terms of the settlement read with paragraph 75 (i)-(iv) of the plaint, the consequences of the order were realized later and therefore, the order be modified/corrected.

3. Issue notice.

4. Mr. Rohil Bansal, learned counsel accepts notice on behalf of the Plaintiffs and submits that the application is wholly misconceived. The order was passed by the Court with the consent of the parties and in open Court and requires no correction/modification. The terms of settlement clearly record that Defendant has acknowledged the Plaintiffs to be the sole proprietors of registered trademarks in question along with all intellectual property rights associated with them and has undertaken not to use the impugned marks/packages as also violate the IP rights associated thereto, in any form or manner. Once the Defendant has agreed that Plaintiffs are the registered proprietors of the subject marks and that it shall not use the impugned marks, the consequences that follow in law are that Defendant has to be enjoined and the suit was rightly decreed, with the consent of the Defendant.

5. Heard.

6. By this application, Defendant seeks modification/clarification of order dated 25.02.2026 to the extent the suit is decreed in terms of paragraph 75 (i)-(iv) of the plaint and the only ground to seek modification is that the decree will adversely impact Defendant's rights against third parties. In my view, the application is wholly misconceived. Firstly, the order was passed with the consent of the parties and was dictated in open Court. Defendant clearly understood the import of the order, when it was being passed.



Secondly, as conceded even today, Defendant at that stage had agreed for passing a decree in terms of paragraphs 75 (i)-(iv) of the plaint, in light of the terms of settlement, wherein Defendant acknowledged that Plaintiffs are the sole proprietors of the subject registered trademarks and undertook not to use the said marks as also Plaintiffs packaging and all intellectual property rights associated there with in any form or manner. Once Defendant has acknowledged Plaintiffs' rights in the subject trademarks, it cannot be argued that the order passed on 25.02.2026 will have adverse impact on Defendant's rights against third parties, who are stated to be infringing Defendant's trademarks. Needless to state, if any third party is infringing trademarks on which Defendant has a proprietary right, this order cannot preclude the Defendant from asserting those rights and therefore, the apprehension expressed by the Defendant is misplaced.

7. Accordingly, the application is dismissed being devoid of merit.

JYOTI SINGH, J

MARCH 19, 2026/RW