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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 775/2023**

LOREAL INDIA PRIVATE LIMITED

.....Plaintiff

Through: Mr. Gaurav Gogia and Ms. Shruti
Manchanda, Advocates (through VC).

versus

HENKEL ADHESIVES TECHNOLOGIES INDIA PVT LTD

.....Defendant

Through: Mr. Nirupam Lodha and Mr. Gautam
Wadhwa, Advocates.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER
05.01.2026

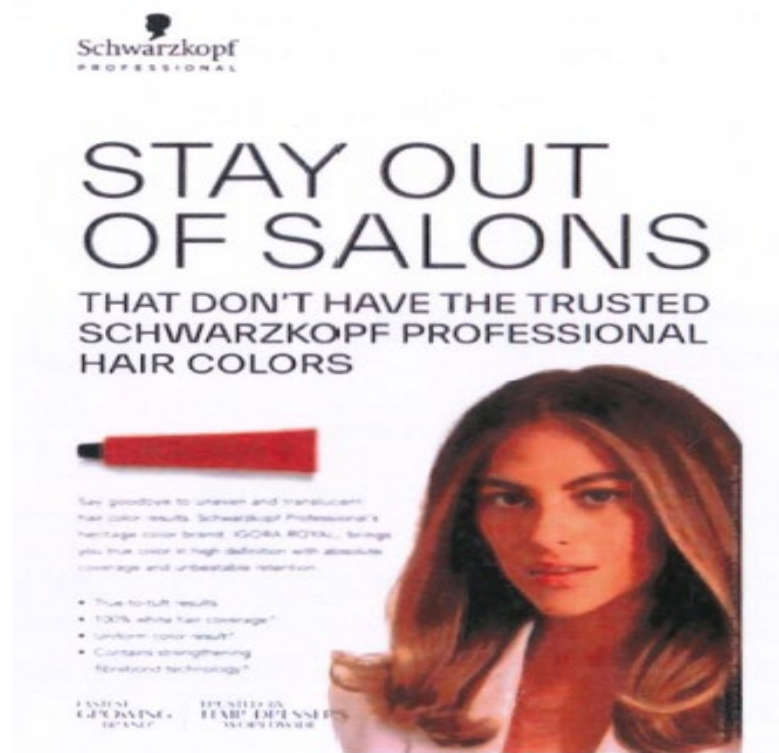
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I.A. 33046/2025

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 filed jointly on behalf of the plaintiff and the defendant for disposal of the Suit in terms of the settlement arrived at between the parties.

2. It is submitted that the terms of the settlement have been recorded in the application itself namely paras 1 to 8, which are reproduced hereunder:-

‘A’ “1. The Plaintiff (hereinafter referred to as 'first party') has filed the above-mentioned suit for disparagement, dilution, defamation, infringement etc, against the Defendant (hereinafter referred to as 'second party'), due to the circulation of impugned advertisement which is reproduced below:



*WHICH READS AS: "STAY OUT OF SALONS" "THAT DON'T HAVE THE TRUSTED SCHWARZKOPF PROFESSIONAL HAIR COLORS" followed by "say goodbye to uneven and translucent hair results, Schwarzkopf Professional's heritage color brand, Igora Royal, brings to you true color in high definition with absolute coverage and unbeatable retention. (herein-after referred to as the **"impugned advertisement"**)". The impugned advertisement is not in circulation on the date of execution of this agreement.*

2. The parties have mutually agreed to put a quietus to the issue and close the matter. The present agreement is arrived at without either party admitting or acknowledging any rights of other party or any party admitting any liability or wrongdoing whatsoever.

3. The parties hereby agree and acknowledge that all the claims and contentions in respect of the present suit stand conclusively settled and shall not be reagitated by any of the parties henceforth.

4. Each Party will take all reasonable steps to give effect to the Settlement and keep the other Party informed of the same.

5. The signatories to this Memorandum of Settlement represent and warrant that they are fully competent and have full capacity and powers to enter in this Memorandum of Settlement on behalf of the



relevant Party.

6. The Parties hereby agree extend their full cooperation as may be reasonably required from them to execute any and all documents reasonably necessary to effectuate this Memorandum of Settlement.

7. This Settlement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior, whether oral or written agreements or communications between the Parties.

8. That the above-mentioned compromise terms shall bind the parties, their respective agents/partners/ representatives, assigns, successors, heirs etc. as the case may be.” ‘B’

3. The terms of the Settlement Agreement provided in the application are taken on record and the clauses are marked from point ‘A’ to ‘B’ (paragraph 1 to paragraph 8). The parties are bound by the terms of the Settlement.

4. In terms of the aforesaid settlement arrived at between the parties as also the terms which have been enumerated in paras 1 to 8, the suit is decreed in terms thereof.

5. Decree Sheet be drawn up accordingly.

6. Keeping in view the fact that the suit has not proceeded to a substantive stage, 50% of the Court fees is directed to be refunded in terms of Section 16A of the Court Fees Act, 1870.

7. The Suit is disposed of accordingly.

8. It is however made clear that in case any dispute arises between the parties and in the event either party approaches this Court for enforcement of the Settlement Agreement/Decree, the said party or parties will become liable to pay the entire Court Fees thereon.

9. The date already fixed i.e. 22.01.2026 is cancelled.

TUSHAR RAO GEDELA, J

JANUARY 5, 2026/kct