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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 923/2023, I.A. 25830/2023, I.A. 26010/2025 & I.A. 13925/2026

FERRERO SPA & ORS.

.....Plaintiffs

Through: Mr. Pravin Anand, Ms. Vaishali R. Mittal and Mr. Shivang Sharma, Advocates.

versus

DUGAR OVERSEAS PVT LTD & ORS.

....Defendants

Through: Mr. Ajay Singh, Mr. Rouble Chhabra, Mr. Abhishek Rana, Advocates for D-2. Mr. Kislay Komal, Mr. Abid Khan, Advocates for D-5.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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26.05.2026

1. The defendant no.2 i.e., Mr. Vikram Singh, in terms of the previous order dated 18.05.2026, has filed his affidavit dated 22.05.2026. The same is extracted hereunder:-

"I, Vikram Singh, S/o Anil Kumar, Aged about 35 years, presently residing at A 404, Kailash Shivalay, Opposite Prem Prakash Ashram, Nana Chiloda, Ahmedabad - 382330, presently in Ahmedabad, Gujarat do hereby solemnly affirm and declare as under:

- 1. I am the Authorized Representative of Defendant No. 2 in the above suit. I am well acquainted with the facts and circumstances as derived from the records and competent to swear the present affidavit.*
- 2. This affidavit is filed solely in compliance with the directions of this Hon'ble Court vide Order dated 18.05.2026 in the present proceedings, and is confined to the voluntary undertaking set out hereunder, which is given on a without-prejudice basis and in the interest of resolution of the instant dispute, without the same being construed as bearing upon the merits of the suit.*



3. *Without prejudice to the rights and contentions of Defendant No. 2 in the present suit, and without admitting to the existence of any infringement, passing off, or unlawful conduct on its part, the Defendant No. 2 hereby undertakes to this Hon'ble Court as under:*
 - (a) *The Defendant No. 2 shall not, with effect from the date of this affidavit, engage in the manufacture, importation, distribution, offer for- sale, sale, advertisement, or any other commercial dealing in any products bearing or incorporating trademarks, trade dress, labels, or get-up deceptively similar to or identical with the impugned products of the Plaintiffs, and associated marks and packaging, in any manner whatsoever.*
 - (b) *Defendant No. 2 shall not authorise, abet, facilitate, or permit any third party, agent, associate, subsidiary, or person acting on its behalf or under its directions to engage in any of the activities described in sub-paragraph (a) above.*
 - (c) *It is further clarified that Defendant No. 2 does not have any existing stock of products in respect of which the Plaintiffs allege infringement of the Plaintiffs' Marks. In fact, the Defendant's outlet at the Pune Airport was closed on 30.06,2024 on completion of its contract with the Airport Authority of India.*
 - (d) *Nothing in this undertaking shall be construed as an admission by the Defendant No. 2 that any products previously dealt with by it were counterfeit, infringing, or unlawful.*
4. *The Deponent Company undertakes to abide by the aforesaid undertaking (a) to (c) above strictly and in letter and spirit.*
5. *The contents of this affidavit are true and correct to the best of my knowledge and belief, and nothing material has been concealed therefrom. No part of this affidavit constitutes an admission of any allegation, claim, or cause of action asserted by the Plaintiffs. "*

2. Similarly the defendant no.5 i.e., Mr. Krishnaram Chaudhary has also filed his affidavit dated 23.05.2026. The same is extracted hereunder:-

"I, KRISHNARAM CHAUDHARY, S/o: Sh. Jugtaram Chaudhary, aged about-31 years, Rio- Flat No. 1101, Plot No. 2021, Sector-21, Ulwe, Panvel, Raigad, Maharashtra-410206, do hereby solemnly affirm and declare as under: -

1. *I am the sole Propreitor of Defendant No. 5 firm in the above suit. I am well acquainted with the facts and circumstances as derived from the records and competent to swear the present affidavit.*
2. *This affidavit is filed solely in compliance with the directions of this Hon'ble*



Court vide Order dated 18.05.2026 in the present proceedings, and is confined to the voluntary undertaking set out hereunder, which is given on a without-prejudice basis and in the interest of resolution of the instant dispute, without the same being construed as bearing upon the merits of the suit.

3. *Without prejudice to the rights and contentions of Defendant No.5 in the present suit, and without admitting to the existence of any infringement, passing off, or unlawful conduct on its part, the Defendant No. 5 hereby undertakes to this Hon'ble Court as under:*

(a) *The Defendant No. 5 is a trading firm and has never indulged in the manufacture, importation, distribution, offer for sale, sale, advertisement, or any other commercial dealing in any (Counterfeit) products bearing or incorporating trademarks, trade dress, labels, or get-up deceptively similar to or identical with the impugned products of the Plaintiffs, and associated marks and packaging, in any manner whatsoever.*

(b) *Defendant No. 5 shall not authorise, abet, facilitate, or permit any third party, agent, associate, subsidiary, or person acting on its behalf or under its directions to engage in any of the activities described in sub-paragraph (a) above.*

(c) *Nothing in this undertaking shall be construed as an admission by the Defendant No. 5 that any products previously dealt with by it were counterfeit, infringing, or unlawful.*

The Deponent Company undertakes to abide by the aforesaid undertaking (a) to (b) above strictly and in letter and spirit.

The contents of this affidavit are true and correct to the best of my knowledge and belief, and nothing material has been concealed therefrom. No part of this affidavit constitutes an admission of any allegation, claim, or cause of action asserted by the Plaintiffs."

3. In view of the aforesaid undertakings furnished by the defendant nos. 2 and 5, Mr. Pravin Anand, learned counsel for the plaintiffs states that the suit may be decreed and disposed of in terms of the prayers in sub-para (i) to (v) of para 72 and prayers in sub-para (vi) to (viii) of para 72 are given up.

4. Let a decree sheet be drawn up in terms of the aforesaid.

5. In terms of prayer in para 72 (ix), as a token cost, the defendant no.2 shall deposit a sum of Rs. 50,000/- (Rs. Fifty Thousand Only) in favour Bharat Ke Veer account. The details of the account is given below:



Name:- Bharat Ke Veer

Bank Name:- Union Bank

Account No.:- 520101236373338

IFSC Code:- CORP0000205

6. The Suit is decreed and disposed of accordingly.

TUSHAR RAO GEDELA, J

MAY 26, 2026

Sumit