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

+ **CS(COMM) 1081/2025**

DCM SHRIRAM LIMITED

.....Plaintiff

Through: Mr. Shantanu Sahay and Ms. Manvi
Panwar, Advocates.

versus

MR. SHUBHAM SINGHAL & ANR.

.....Defendants

Through: Ms. Ishita Sehgal and Ms. Ishu Tyagi,
Advocates for D-1 and D-2.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **18.03.2026**

I.A. 7072/2026 (Under Order XXIII Rule 3 of the CPC)

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, filed on behalf of the plaintiff and the defendant nos. 1 and 2.

2. Learned counsel appearing on behalf of the parties submit that an out of Court settlement to settle the *inter se* disputes was finalized and fructified in terms of settlement which are enumerated in para 2 of the present application.

3. The terms of the settlement as enumerated in para 2 are extracted hereunder:

“2. In view of the above, the Plaintiff and the Defendants have amicably settled the present dispute, which is the subject matter of the present suit. The terms of the settlement are as follows:

a. The Defendants acknowledge all legal rights (statutory and common law), title, interest and goodwill of the Plaintiff in the following trademarks and undertakes not to oppose, attempt to cancel or otherwise challenge the Plaintiff's following trademark registrations and applications:

S. No.	Trade Mark	Application No.	Class
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1.		1280819	31
2.		5246225	31
3.	303	5075229	31
4.	SUPER 303	2546609	31
5.		4304648	31
6.		4304649	31
7.		4304647	31
8.	SHRIRAM	7174042	1,5 & 31

b. The Defendants acknowledge all legal rights (statutory and common law), title and interest of the Plaintiff in copyright of its original artistic

work “ and “”, as well as the green and white trade dress.

c. The Defendants further acknowledge that the Defendants have violated the above-mentioned intellectual property and common law rights of the Plaintiff by using the same in an unauthorized manner and tender their unconditional apology for their infringing acts. A comparison of the impugned manner of usage is given below:



Plaintiff's Registered Trade Marks/Trade Dress/Copyright		Defendants' Impugned Marks and Usage
	1 2 3 4	

d. The Defendants undertake to withdraw their trademark application bearing TM Application No. 4983887 and further agree and undertake not to apply for registration of any mark similar to those of the Plaintiff's Marks in respect of any goods and/ or services and in any other manner whatsoever, including but not limited to trade mark registrations, company name registrations, trade name registrations, social media accounts and domain name registrations.

e. The Defendants further undertake to take down the following listings of webpages/accounts on social media websites and third-party e-commerce websites:.

S.No.	Platform	Links
1.	Website of Defendant No.2, M/s Punjab Agri Products	https://sites.google.com/view/punjabagriproducts/home
2.	Defendant No.2's webpages on third-party e-commerce platform	https://www.justdial.com/Bilaspur-Uttar-Pradesh/Punjab-Agri-Products/9999P5952-5952-240405120340-P9P2_BZDET
3.	Defendants' active	https://www.facebook.com/punjaba



	profile/webpage on third-party social media website Facebook	griproducts/
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f. The Defendants undertakes that they would not violate the intellectual property and common law rights of the Plaintiff in any manner whatsoever, including by use, manufacture, sale, offer for sale, advertisement and/or direct or indirect use of any trademarks, whether registered or unregistered, that are identical or deceptively and/ or confusingly similar to the Plaintiff's trademarks, including but not



limited to "303", "Shriram", "Super 303", "



, " " and " "for the products of inter alia 'agriculture seeds' in Class 31, and copyright in its artistic works.

g. The Defendants agree and undertake that they shall not use, manufacture, sale, offer for sale, advertise and / or directly or indirectly use of any trademarks, whether registered or unregistered, that are identical or deceptively and / or confusingly similar to the Plaintiff's trademarks, including but not limited to "303", "Shriram",



"Super 303", " , " , "



” and “ ” for agriculture seeds’ in Class 31.

h. The Defendants agree and undertake to destroy all allegedly infringing products, etc. and any materials including without limitation letterheads, visiting cards, stationery, brochures, invoices, cartons, stickers, tickets, blocks, dies, labels, packaging and any other material bearing the marks of the Plaintiff within 15 days of signing this agreement.

i. The Defendants have changed their packaging to the below displayed and undertakes to continue using the same in relation to their agricultural products.



j. The Plaintiff agrees and undertakes not to initiate any civil or criminal prosecution or institute any complaint against the Defendant in respect of any or all facts which constitute the whole or part of the cause of action of the present suit.

4. It is also appropriate to reproduce para 3 to para 7 of the application



hereunder:-

“3. Defendant No.1 is authorised to give this undertaking in his personal capacity as well as on behalf of Defendant No.2 by the virtue of being its Authorized Representative, and the present undertaking is binding upon both the Defendants.

4. The Parties hereby confirm, agree, and declare that this Agreement settles all disputes and legal proceedings between the Parties in relation to the subject matter of 10CS(COMM) 1081 of 2025. Accordingly, the concerned suit including all pending applications shall stand disposed of as per the terms of the settlement recorded herein and the Parties agree and undertake not to file any suit, etc. with respect to the cause of action forming part of the aforementioned suit.

5. The Plaintiff and the Defendants agree that in case either party fails to and / or refuses to comply with any of the terms mentioned in the present application, the aggrieved party shall have the right to approach this Hon'ble Court to enforce its rights as well as the defaulting party's duties, including initiating appropriate proceedings, including filing of execution petitions.

6. The present application is being signed by Defendant No.1. Furthermore, the present application is also being signed by the Authorised Signatory on behalf of the Plaintiff.

7. It is, therefore, prayed that this Hon'ble Court may be pleased to:

- a. Record the present terms of settlement as being lawful;*
- b. Decree the present suit in terms of the abovesaid terms mentioned in paragraph 2 of the present application; and*
- c. Pass any further orders this Hon'ble Court deems fit considering the facts and circumstances of the present case.”*

5. As per sub para (d) of para 2, the defendants were to withdraw their trademark application bearing TM Application No. 4983887 and were to undertake not to apply for registration of any mark similar to that of the plaintiff's marks in respect of any of the goods and services.

6. Learned counsel appearing on behalf of the defendants submits that the said application has already been withdrawn.

7. An affidavit of undertaking shall be filed within two weeks from date



with an advance copy to the learned counsel for the plaintiff.

8. The remaining compliances are stated to be complete.

9. This Court has perused the terms of the settlement and finds them lawful. The said terms of settlement appears to be within the contours of Order XXIII Rule 3 of the CPC, 1908. There does not seem to be any impediment in decreeing the suit in terms thereof.

10. The parties shall remain bound by the terms of the settlement.

11. Let a decree sheet be drawn up in accordance with the para 2(a) to 2(j) of the application.

12. As prayed, Court fees in terms of Section 16 of the Court Fees Act, 1870 be refunded to the plaintiff upon completion of all formalities as per rules.

13. Suit is decreed and disposed of with all the pending applications.

14. The date already fixed i.e. 18.05.2026 stands cancelled.

TUSHAR RAO GEDELA, J

MARCH 18, 2026/anj