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

+ **CS(COMM) 1014/2024 & I.A. 45017/2024**

MOTHERCARE GLOBAL BRAND LIMITEDPlaintiff
Through: Ms. Sejal Tayal, Ms. Ritu
Khandelwal and Mr. Anubhav Chhabra,
Advocates.

versus

ROUF SHAH KAWOSA TRADING AS MOTHERCARES STORE
MOMSCARE STOREDefendant
Through: Mr. Kartikeya Tandon, Advocate.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER
08.01.2026

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1. This suit was instituted by the Plaintiff for permanent injunction restraining infringement of its registered trade mark as also copyright and passing off, unfair competition, rendition of accounts, delivery up etc.

2. It is stated in the plaint that Plaintiff adopted the trade mark MOTHERCARE in 1961, when its founders namely, Selim Zilkha and Sir James Goldsmith opened the first MOTHERCARE store in United Kingdom. Plaintiff's business primarily focused on nursery furniture, maternity clothing and pushchairs. In 1964, Plaintiff conceived and adopted

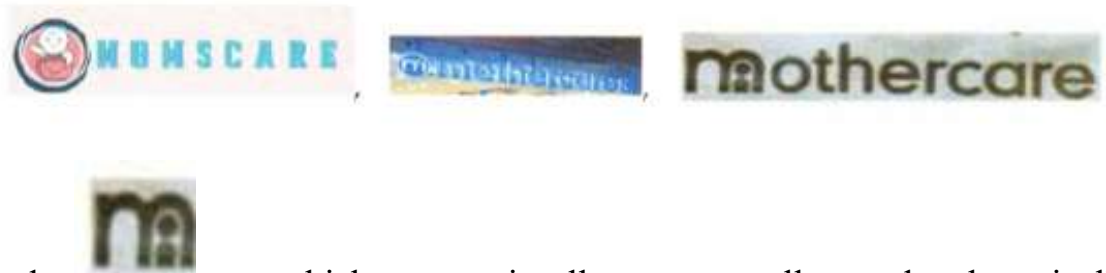


a unique and distinctive logo for its MOTHERCARE business. In 1968 Plaintiff expanded its product range to clothing for children up to the age of 5 years and later to the age of 8 years and slowly entered into manufacture and sale of wide range of maternity products, home furnishings, beddings, feeding equipment, diapers, toiletries etc. Plaintiff is stated to be the registered proprietor of MOTHERCARE trade marks in



various classes in India including in Class 25 with the earliest registration dating back to the year 1970.

3. Aggrieved by the action of the Defendant in manufacturing, marketing and/or selling maternity care products, children clothings etc., under trade marks/logos/devices MOTHERCARE, MOTHERCARES, MOMCARES,



and , which are visually, structurally and phonetically identical/deceptively similar to MOTHERCARE trade marks of the Plaintiff, present suit was filed.

4. By order dated 14.11.2024, Court granted *ex parte ad interim* injunction restraining the Defendant, its associates, affiliates, assignees etc., from manufacturing, supplying, selling, offering for sale including through online platforms, exporting etc., products bearing impugned logos/devices/trade marks. Under a deed of assignment dated 15.10.2024, effective from 13.08.2024, JVCO 2024 Limited, a company incorporated under the laws of England and Wales, having its registered office at Westside 1 London Road, Hemel Hempstead, United Kingdom, HP3 9TD became the registered proprietor of the trade marks



5. JVCO 2024 Limited filed an application being I.A. 18129/2025 for substitution as Plaintiff in light of the deed of assignment, which was



allowed vide order dated 05.08.2025, substituting the Applicant as Plaintiff. Amended memo of parties was taken on record. In the meantime, by order dated 15.05.2025, parties were referred for mediation at their joint request to explore the possibility of settlement.

6. Parties amicably settled and resolved their *inter se* disputes before the Delhi High Court Mediation and Conciliation Centre and a Settlement Agreement has been executed incorporating the terms of settlement. For ready reference, relevant terms of settlement are as follows:-

"The Parties have amicably resolved all the disputes on the following terms and conditions:-

1. That Second Party hereby recognizes and acknowledges the First Party's exclusive intellectual property rights in the trademarks

 **MOTHERCARE**

registered under no. 268484 in Class 25, MOTHERCARE registered under no. 1373023 in Classes 3, 5, 8, 10, 11, 12, 16, 20, 21, 24, 25, 28, 35 and , registered under no. IRDI-3312523, in Classes 3, 5, 8, 9, 10, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 35, 36, 39, 41 and agrees not to challenge First Party's legal rights directly or indirectly at any time in future in India and globally.

2. The Second Party, hereby confirms and assures the First Party that they have ceased any all use of the Impugned Marks, and any other mark identical and/or deceptively similar to the trade marks MOTHERCARE,

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, (hereinafter collectively referred to as "MOTHERCARE Trade Marks"), in isolation or with other devices or words, on or in relation to any product/services or in any other manner amounting to infringement and/or passing off of the MOTHERCARE Trade Marks;

3. The Second Party undertakes, on behalf of himself and his partners or proprietors, as the case may be, associates, affiliates, assignees in business, franchisees, licensees, distributors, dealers, stockiest and agents that they shall forthwith and immediately upon execution of the present agreement, refrain from manufacturing, selling, supplying, offering for sale including through online platform, exporting, importing, directly or indirectly dealing in products bearing the Impugned Marks or any other trade mark/device/logo identical or deceptively similar to any of the MOTHERCARE Trade Marks, for all times to come;

4. The Second Party undertakes to withdraw the application for



registration of the trade mark  under application no. 6078972 in Class 25 within four (4) weeks from execution of the present agreement;

5. The Second Party confirms that apart from application no. 6078972, he has not filed, himself or through any third party, any trade mark/copyright application for a mark identical or deceptively similar to any of the First Party's trade marks including but not limited to the MOTHERCARE Trade Marks. The Second Party further undertakes not to apply to register, or cause to be registered or otherwise acquire any mark identical or deceptively similar to the MOTHERCARE Trade Marks in future;

6. The Second Party undertakes not to oppose, seek to invalidate, cancel, revoke, object, or otherwise challenge the use, application or registration of any trade marks filed or registered or used by the First Party and their affiliated companies, that are identical and/or similar to the MOTHERCARE Trade Marks;

7. The Second Party undertakes that going forward they will not indulge in infringement or passing off of intellectual property rights pertaining to the MOTHERCARE Trade Marks owned by the First Party and will not indulge in any act that may harm the reputation and goodwill of the First Party in the MOTHERCARE Trade Marks. The Second Party also undertakes that they will not authorize, enable, assist or encourage any third party to do any acts that would adversely affect the First Party's intellectual property rights in the MOTHERCARE Trade Marks.

8. In consideration of the settlement reached between the Parties, the Second Party has paid a lump sum amount of INR 15,000/- (Rupees Fifteen Thousand Only) to the First Party through its counsel as the token cost incurred by the First Party in instituting the present Suit, which payment is duly acknowledged to have been received;

9. The Second Party confirms that the Defendant has taken down all webpages/servers/email services and social media pages which incorporates the Impugned Marks or any other marks identical and/or deceptively similar to the MOTHERCARE Trade Marks.

10. The Second Party confirms that the Defendant does not possess any infringing materials, packaging labels, promotional and advertising material, price tickets, stationery, brochures and any other material bearing the Impugned Marks, and labels, promotional and advertising material, price tickets, stationery, brochures bearing Impugned Marks, and / or marks that are deceptively similar to MOTHERCARE Trade Marks, as well as any plates, moulds, transfers, negatives, duplicating equipment or other device used or intended to be used for printing or reproducing copies of any packaging/ labels bearing the Impugned Marks in possession of the Defendant or any person or entity related to the Defendant or under control of the Defendant, or with a dealer, distributor, retailer or affiliate of the Defendant.



11. The Second Party agrees on to suffer a decree in accordance with this Settlement Agreement and in terms of clauses 61(a), 61(b), 61(c) of the Prayer clause of the Plaint which are reproduced hereinbelow:

“61. In view of the facts and circumstances mentioned hereinabove, and in the interest of justice, it is most humbly prayed that the following reliefs may be granted in favour of the Plaintiff and against the Defendant:

- a. A decree of permanent injunction restraining the Defendant, his successors, partners, assigns in business, licensees, franchisees and any persons claiming right through/from him from using the Impugned Marks/trade-names or any other trade name/trade mark/logo which may be identical/deceptively similar to the Plaintiff's MOTHERCARE Trade Marks or any other marks either as trade mark/trade name/logo or as part of company name, email and on social media platforms, in electronic or physical media or in any manner whatsoever amounting to infringement of Plaintiff's registered MOTHERCARE Trade Marks;**
- b. A decree of permanent injunction restraining the Defendant, his successors, assigns in business, licensees, franchisees and any persons claiming right through/from him from using, advertising or depicting in any manner including on internet, the impugned logos/trade marks and or any other trade mark/logo that may be a colourable imitation or substantial reproduction of Plaintiff's trade marks/logo/ , including in respect of colour combination, get up, layout, features as may amount to infringement of copyright of the Plaintiff therein;**
- c. A decree of permanent injunction restraining the Defendant, his successors, partners, assigns in business, licensees, franchisees and any persons claiming right through/for him from using the trade name MOMSCARE or trade name comprising the MOTHERCARE Trade Marks or logo pertaining thereto or any other trade name/trade mark/logo which may be identical/ deceptively similar to the Plaintiff's MOTHERCARE Trade Marks as trade mark/trade name/logo, company name, email and on social media platforms, in electronic or physical media or in any manner whatsoever amounting to passing off of the Defendant's business/services as those of the Plaintiff or may constitute acts of unfair competition;”**

The Parties hereby agree, confirm and acknowledge that they shall pray to the Hon'ble Court that the present suit may be decreed in terms of the present Settlement Agreement.

12. In light of the assurances & the undertakings given by the Second



Party, the First Party agrees not to press its prayers contained in paragraphs 61(d) to (i) of the Plaint which are reproduced below:

"61. In view of the facts and circumstances mentioned hereinabove, and in the interest of justice, it is most humbly prayed that the following reliefs may be granted in favour of the Plaintiff and against the Defendant:

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- d. A decree of mandatory injunction directing the Defendant to immediately take down all webpages/servers/email services and social media pages which incorporates the Impugned Marks or any mark identical and/or deceptively similar to the MOTHERCARE Trade Marks;**
- e. A decree of mandatory injunction directing the Defendant to take steps to immediately withdraw the trade mark application bearing no. 6078972 in class 25 or any other trade mark or copyright applications or registrations, if any;**
- f. An order of mandatory injunction for recall and delivery up by the Defendant to the Plaintiff of all infringing materials, packaging, labels, promotional and advertising material, price tickets, stationery, brochures and any other materials bearing the Impugned Marks, and marks that incorporate the Impugned Marks, and/or marks that are deceptively similar to the MOTHERCARE Trade Marks, as well as any plates, moulds, transfers, negatives, duplicating equipment or other device used or intended to be used for printing or reproducing copies of any packaging/labels bearing the Impugned Marks in possession of the Defendant or a person or entity related to the Defendant or under control of the Defendant, or with a dealer, distributor, retailer or affiliate of the Defendant;**
- g. A decree of rendition of accounts in favour of the Plaintiff and against the Defendant directing the Defendant to render all accounts of profits illegally earned on account of its infringing activities stated above, or in the alternative pass a decree directing the Defendant No. 1 to pay a sum of INR 2,00,00,000 towards damages to the Plaintiff;**
- h. A decree of declaration that the MOTHERCARE Trade Marks are well-known;**
- i. An order for costs of proceedings;**

13. The First Party may pray to the Hon'ble Court for refund of court fees and Second Party agrees to not object to First Party's such prayer for refund of the entire court fees in favour of the First Party in accordance with Section 16 of the Court Fee Act, 1970.

14. The Parties agree that they shall abide by the terms and conditions set



out in the present Settlement Agreement and shall not dispute the same hereinafter in future. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be liable to be prosecuted as per applicable provisions of law.

15. The Parties agree that they have executed the present Settlement Agreement by their free will and volition without any force or pressure from any corner. The parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsel, in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

16. The Parties also agree to present themselves or through their Authorized Representatives before the Hon'ble Court to confirm the terms of the present Settlement Agreement, virtually or physically, as the case may be.

17. By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

18. That the Parties undertake to abide by the terms and conditions set out in the present Settlement Agreement."

7. In light of the settlement, learned counsels for the parties urge that the suit be decreed in terms of the settlement which includes the undertaking of the Defendant that it shall withdraw its application for registration bearing No.6078972 in Class 25. Counsel for Plaintiff acknowledges receipt of Rs.15,000/- payable under the settlement and on instructions submits that Plaintiff does not press reliefs (d) to (i) in the prayer clause of the suit.

8. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, the suit is decreed in terms of the settlement and prayers (a) to (c) in the suit. Settlement Agreement shall form a part of the decree and the terms incorporated therein shall bind the parties to the settlement.

9. Registry is directed to draw up the decree sheet as per the amended memo of parties.



10. Suit stands disposed of along with the pending application.
11. Plaintiff is held entitled to refund of entire Court fees in accordance with Court Fees Act, 1870 and needless to state, Plaintiff would mean and connote the substituted Plaintiff.

JYOTI SINGH, J

JANUARY 8, 2026
S.Sharma