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

+ **CS(COMM) 1149/2025**

TATA SONS PRIVATE LIMITED & ANR.Plaintiffs

Through: Mr. Dhruv Anand, Mr. Rohil Bansal
and Mr. Chirayu Preahlad, Advocates.

versus

SOHEL ILIYASBHAI DANTROLIYADefendant

Through: Defendant-in-person.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

ORDER

28.01.2026

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I.A. 2127/2026

1. This joint application is filed on behalf of the parties to the *lis* under Order XXIII Rule 3 read with Section 151 CPC for recording the settlement arrived at between the parties. Terms of the settlement are incorporated in the application, which are extracted hereunder for ease of reference:-

“4. With a view to avoid further litigation, and in the interest of an amicable resolution, the Parties have decided to mutually resolve the present dispute as per the settlement terms set out hereinafter:

a. That going forward, the Defendant undertakes to never use the Plaintiffs’ prior adopted well-known trademarks and brands TATA



GLUCO PLUS and TATA GLUCO+ and or any other mark / brand / packaging that may be deceptively similar to the Plaintiff’s IP in any form or manner; and

b. The Defendant undertakes to pay the Plaintiffs a onetime settlement amount of Rs. 3,00,000/- (Rupees Three Lakhs only) by way of Demand



Draft (DD) bearing no. 817690 dated 6th December 2025. The Defendant further undertakes to hand over the said Demand Draft to the Plaintiffs' counsel on the day the instant application is listed before this Hon'ble Court; and

c. The Defendant also undertakes to withdraw the following trademark applications at least 7 days before signing the present settlement application:

i. TM Application No. 6783592 for the word mark 'Vita GLUCO: ENERGY RUSH' in Class 32; and



ii. TM Application No. 6783632 for the device mark in Class 32; and

d. That going forward, the Defendant undertakes not to obtain any registration(s) or apply for registering the marks 'Vita GLUCO :



ENERGY RUSH' and / or and / or and / or the artwork associated with the packaging of its impugned products (mentioned in paragraph 3 hereinabove) and / or any other trade mark(s) which may be deceptively similar to or identical with the Plaintiffs' IP (as given in paragraph 2 hereinabove) before the Indian Trade Marks Office or any other authority; and

e. The Defendant also undertakes to destroy the entire stock of impugned products that were seized and sealed by the Ld. Local Commissioner during the execution of the civil raid on 10th October 2025, within 7 days of signing the instant agreement, in the presence of the Plaintiffs' representative; and

f. The Defendant agrees to suffer a decree of permanent injunction in terms of prayer paragraphs 94 (i), (ii), (iii), (iv) and (v) of the Plaint; and

g. Subject to strict adherence by the Defendant of the settlement terms contained herein, the Plaintiffs agree to forego their claims to rendition of accounts, damages and cost as mentioned in paragraph 94 (vi), (vii) and (viii) of the Plaint.

5. The Parties undertake that they are bound by the aforementioned settlement terms and further undertake to abide by the same and not to dispute the same hereinafter in the future.



6. Subject to the strict adherence to the terms of the instant settlement by all the Parties, all the Parties hereby confirm that all disputes concerning the subject matter of the instant suit have been resolved, and there are no outstanding issues and concerns between the Parties with respect to the subject matter of the instant suit.

7. The signatories to the present application are fully competent and authorized to enter into the present settlement. Their respective board resolutions / Power of Attorneys / Letter of Authorizations has been filed in the present proceedings.

8. That the aforementioned settlement has been entered into between the parties without any force, coercion, or undue influence and out of their own free will. The necessary supporting affidavits of the Parties are being filed herewith.”

2. Defendant appears in person and submits that Demand Draft bearing No. 817690 in the sum of Rs.3,00,000/- dated 06.12.2025 drawn on State Bank of India, has been handed over to learned counsel for the Plaintiffs in terms of the settlement, which fact is acknowledged by the counsel for the Plaintiffs. Copy of the Demand Draft is handed over and taken on record.

3. Court has perused the terms of the settlement and finds the same to be lawful.

4. Accordingly, this application is allowed recording the settlement between the parties.

5. Application stands disposed of.

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6. This suit is instituted by the Plaintiffs *inter alia* for permanent injunction restraining infringement of copyrights in the packaging/trade dress, infringement of trademarks, passing off, dilution and tarnishment of copyrights and trademarks, damages, renditions of accounts and delivery up, etc.

7. The suit is decreed in terms of the settlement. Needless to state,



parties shall remain bound by the terms of the settlement.

8. Registry is directed to draw up the decree sheet.
9. Suit is disposed of along with pending application.
10. Plaintiff No. 2 is held entitled to refund of entire court fee under the provisions of Court Fees Act, 1870.
11. Dates of 10.04.2026 before Court and 07.04.2026 before the learned Joint Registrar stand cancelled.

JYOTI SINGH, J

JANUARY 28, 2026/RW