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

+ **CS(COMM) 1045/2024 and I.A. 46074/2024, 16846/2025,
24124/2025 and 12347/2026**

KLUSTER LLC & ANR.

.....Plaintiffs

Through: **Ms. Swapnil Gaur, Advocate.**
versus

**MR. DEVAL RAVINDRABHAI BAMBHANIYA
& ORS.**

.....Defendants

Through: **Mr. Abhinav Bhalla, Advocate for
D-7.**

**Mr. Abhishek Shivpuri and Mr. Rahul
Bhatt, Advocates for D-14.**

**Mr. Nakul Sharma and Ms. Fatima
Parveen, Advocates along with Mr.
Nasir, Hussain, AR for D-25.**

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

08.05.2026

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IA No. 12879/2026, 12925/2026 and 12923/2026

1. These Applications have been jointly filed by the Plaintiffs and Defendant Nos. 14, 25 and 26 respectively under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.

2. The learned Counsel for the Plaintiffs submits that during the pendency of the Suit, the Plaintiffs and Defendant No. 14, 25 and 26 have amicably resolved their disputes and have agreed to settle the matter on the following terms:



“(I.) The aforesaid Defendants acknowledge that the Plaintiff is the proprietor of the mark KLUSTER along with the label



and is the creator of the work pertaining to its product packaging/trade dress/label



KLUSTER/

- (II.) Defendant Nos. 14, 25 and 26 undertake to refrain from manufacturing or authorizing the manufacture, selling, offering for sale, marketing, exporting, importing, retailing, supplying, distributing, exhibiting, promoting, displaying, dealing in and / or using, in any manner whatsoever, any product bearing the impugned trade mark KLUSTER or any mark deceptively similar to the mark KLUSTER;
- (III.) The aforesaid Defendants undertake not to use any product packaging/trade dress/label as used by the Plaintiffs as set out in para 30 of the plaint, or any other mark/label or product packaging which is/are identical or deceptively and confusingly similar to the Plaintiffs trade dress/product packaging or part of a label/trade dress/product packaging, or in any other manner whatsoever, in relation to any goods or services, or in relation to any promotional, marketing or advertising material or any other material used or intended to be used for labelling or packaging or for advertising any goods or services, thereby amounting to infringement and passing off the impugned products as that of the Plaintiffs products under its trade mark and trade dress;
- (IV.) Defendant Nos. 14, 25 and 26 undertake to refrain from reproducing, imitating, copying, adopting, using and/or exploiting the original works of the Plaintiffs including the Plaintiffs label, as mentioned in Paragraph No. 30 of the Plaint, and/or any other copyrighted material of the Plaintiff, by Defendant Nos. 14, 25 and 26 in relation to the impugned products, or in any other manner whatsoever, thereby amounting to infringement of the Plaintiffs copyright.
- (V.) Defendant Nos. 14, 25 and 26 undertake to never adopt, use, file or assert any right in the impugned trade mark and trade dress/product packaging/label, or any other mark or label or



product packaging which is identical or deceptively and confusingly similar to the Plaintiffs trade mark and trade dress/product packaging/label, as mentioned in the Plaint, or any other mark or label or product packaging which comprises of any element of the Plaintiff's trade mark or trade dress, in relation to any goods or services.

(VI.) Defendant Nos. 14, 25 and 26 have further undertaken and assured that they shall not, henceforth, sell, offer for sale, advertise, or otherwise deal in the impugned goods, nor indulge in any activity, whether directly or indirectly, that may amount to an infringement of the rights of the Plaintiffs.

(VII.) Defendant No. 14 and 25 have paid the Plaintiffs an amount of Rs. 10,000/- as damages and legal cost suffered by the Plaintiffs. Defendant No. 26 has paid the Plaintiffs an amount of Rs. 7,000/- as damages and legal cost suffered by the Plaintiffs.”

3. Accordingly, the learned Counsel for the Plaintiffs and Defendant Nos. 14, 25 and 26, request that the present Suit be decreed in terms of the Terms of Settlement arrived at between them. The Plaintiffs and Defendant No. 14, 25 and 26 are bound by the Terms of Settlement as agreed between them.

4. In view of the above, the present Application is allowed.

CS(COMM) 1045/2024

5. In view of the order passed in IA No. 29316/2025, the Suit is decreed *qua* Defendant Nos. 14, 25 and 26. Let Decree Sheet be drawn up accordingly.

6. The learned Counsel for the Plaintiffs submits that the Plaintiffs have settled the dispute with Defendant Nos. 1 to 5, 11, 33, 57, 65, 69 and 72. The Plaintiffs do not wish to press any reliefs against the remaining Defendants.

7. As regards Defendant No. 7, the learned Counsel for the Plaintiffs



submits that if in future, the Plaintiffs come across any product which is using the Plaintiff's Mark, 'KLUSTER' along with the Label,



, the Plaintiffs shall notify Defendant No. 7 in writing and Defendant No. 7 shall take down the listing if it is found that the product, which is pointed out by the Plaintiffs, uses the Mark, 'KLUSTER' and / or



the Label, 'KLUSTER'.

8. If Defendant No. 7 has any objection, it will notify the Plaintiffs within a period of two weeks by citing the reason for not taking down any such listing whereupon the Plaintiffs are at liberty to take appropriate legal action against such listing.

9. The learned Counsel for Defendant No. 7 has no objection if the aforesaid direction is granted. In view of the same, it is ordered accordingly.

10. In view of the submissions made above by the learned Counsel for the Plaintiffs, the Suit along with all the pending Applications stand disposed of.

11. The date of 27.08.2026 before the learned Joint Registrar (Judicial) stands cancelled.

TEJAS KARIA, J

MAY 8, 2026

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