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

+ **CS(COMM) 1173/2025**

**CAPITAL FOODS PRIVATE LIMITED** .....Plaintiff

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

versus

**RAVI PICKLES AND SPICES INDIA PRIVATE LIMITED & ANR.**

.....Defendants

Through: Ms. Apoorva Sharma, Advocate for D-1  
and 2.

**CORAM:**

**HON'BLE MR. JUSTICE TUSHAR RAO GEDELA**

**ORDER**

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**09.03.2026**

**I.A. 5764/2026 (Under Order XXIII Rule 3 of The CPC)**

1. This is a joint application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (hereinafter referred to as 'CPC'), filed on behalf of plaintiff as also the defendant nos. 1 and 2, seeking decreeing the Suit in terms of the settlement arrived at between the parties.
2. Learned counsel for the parties submit that the disputes between the parties have been amicably settled and the terms of settlement have been reduced into writing and enumerated in para 3 of the present application.
3. The terms of the settlement contained in para 3 of the application is extracted hereunder:-

*"3. That, 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. The Defendants acknowledge the Plaintiff to be the sole proprietor of the registered and well-known trademark and brand SCHEZWAN CHUTNEY and also of the artworks associated with the unique, peculiar and distinctive packaging of*



its said SCHEZWAN CHUTNEY branded products as given in paragraph 2 hereinabove.

b. That is going forward, the Defendants undertake to never use the Plaintiffs registered and well-known trademark / brand

SCHEZWAN CHUTNEY and / or



and /

or SZECHWAN CHUTNEY and



or to

adopt any other mark / brand / packaging that may be deceptively similar to the Plaintiff's IP in any form or manner; and

c. That going forward, the Defendant shall use the below given packaging for their Indo-Chinese condiments and the Plaintiff states that they have no objection to the same.



**Ravimagic**  
**SIZZLING HOT CHUTNEY**  
Easy Spread. Dip. Stir Fry

| NUTRITIONAL INFORMATION* |            |            |                  |
|--------------------------|------------|------------|------------------|
| Serving Size 15 g        |            |            |                  |
| Nutritional Parameters   | Per 100 g* | Per Serve* | Per Serve % RDA* |
| Energy (kcal)            | 144.88     | 21.68      | 1.08%            |
| Protein (g)              | 2.62       | 0.40       | -                |
| Carbohydrates (g)        | 21.39      | 3.29       | -                |
| Total Sugar (g)          | 17.39      | 2.60       | -                |
| Added Sugar (g)          | 0.00       | 1.20       | 2.40%            |
| Total Fat (g)            | 5.32       | 0.80       | 1.19%            |
| Saturated Fat (g)        | 0.92       | 0.15       | 0.56%            |
| Trans Fat (g)            | 0.00       | 0.00       | 0.00%            |
| Sodium (mg)              | 2447       | 367.05     | 18.35%           |

\*RDA (Recommended Dietary Allowance)  
Calculated on the basis of 2000 kcal energy requirement for an average adult per day.  
Total Trans Fat content not more than 0.0% by weight  
Total Saturated Fat content not more than 0.9% by weight

\*Approximate Values  
Store in cool, dry & hygienic place.  
Refrigerated after opening.  
Do not consume if found leaked or puffed

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d. That the Defendants state that they have not obtained any registration(s) or applied for registering the artwork associated with the packaging of its impugned products and / or the trade

mark SCHEZWAN CHUTNEY and /or



and / or SZECHWAN CHUTNEY and



and /

or any other trade mark(s) which may be deceptively similar to or identical with the Plaintiff's IP before the Indian Trade Marks Office or any other authority; and



e. That going forward, the Defendants undertake not to obtain any registration(s) or apply for registering the artwork associated with the packaging of its impugned products and / or the trade mark SCHEZWAN CHUTNEY and / or



and / or SZECHWAN CHUTNEY and



and / or any other trade mark(s) which may be deceptively similar to or identical with the Plaintiff's IP before the Indian Trade Marks Office or any other authority; and

f. The Defendants undertake to remove all references to the trade mark SCHEZWAN CHUTNEY and / or



and / or SZECHWAN CHUTNEY and



, including the impugned products which are mentioned in paragraph no.3 hereinabove, from all online / offline platforms within 7 days from signing the present settlement agreement.

g. The Defendants agree to suffer a decree of permanent injunction in terms of prayer paragraph no. 75 (a), (b), (c) and (d) of the Plaint, which are also culled out herein below.

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4. It is also appropriate to extract paras 4 to 6 of the said application hereunder:-

“4. 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. 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.

5. The signatories to the present application are fully competent and authorized to enter into the present settlement.

6. 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.”



5. Learned counsel for the parties submit that the compliances are complete.
6. This Court has perused the terms of settlement and finds them lawful and within the contours of Order XXIII Rule 3 of CPC. This Court finds no impediment in case the Suit is decreed in terms of settlement.
7. The parties shall remain bound by the terms of the settlement.
8. Let a decree sheet be drawn up accordingly.
9. The 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.
10. The Suit is decreed and disposed of in terms of para 3 of the present application alongwith all pending applications.
11. The dates already fixed i.e. 21.04.2026 before the Joint Registrar (Judicial) and 13.08.2026 before the Court stand cancelled.

**TUSHAR RAO GEDELA, J**

**MARCH 9, 2026**

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