



2026:DHC:1431-DB



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA(COMM) 613/2025, CM APPL. 68632/2025, CM APPL. 68633/2025 & CM APPL. 1833/2026

M/S VIKAS ELECTRICALS INDIAAppellant
Through: Mr. Ninad Dogra and Mr. Shantnu Aggarwal, Advs.
versus
M/S DEV ENTERPRISES & ANR.Respondents
Through: Mr. Rachit Gumber, Adv. along with R-1 in person.

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

ORDER (ORAL)

% **17.02.2026**

C. HARI SHANKAR, J.

1. Mr. Ninad Dogra, learned Counsel for the appellant submits that the appellant does not press the present appeal against Respondent 2.

2. He also submits that the dispute with Respondent 1 stands settled. A copy of the settlement deed executed between the parties has been placed on record. The terms of settlement read as under:

“1. It is agreed between the parties that SECOND PARTY hereby unconditionally and unequivocally accept and acknowledges the proprietary rights of the FIRST PARTY

in the trademark / device / label **“FIONA”** and

FIONA

being used in relation to the goods i.e. electrical tapes, domestic pvc types, industrial pvc adhesive

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tapes, etc.

2. It is agreed between the parties that the SECOND PARTY agrees and undertakes that he will not henceforth use the

trademark **"FIONA"** and **FIONA** and its variants or other mark of the FIRST PARTY in respect of goods i.e. electrical tapes, domestic pvc tapes, industrial pvc adhesive tapes, etc. being identical with and / or deceptively similar to the trademark / label / packaging / device / design / colour scheme / trade dress of "FIONA"

and **FIONA** nor shall be use any other marks which is / are identical with and / or deceptively similar to

the aforesaid trademark i.e. **"FIONA"** and **FIONA**.

3. That it has been further agreed and acknowledged by the SECOND PARTY that the packaging/ trade dress/ colour scheme as shown in **ANNEXURE- A** belongs to the FIRST PARTY and the SECOND PARTY has no right, interest or claim on the said packaging / trade dress/ label etc.
4. It is also agreed between the parties that the SECOND PARTY undertakes not to use the said marks in any manner and further the SECOND PARTY has submitted that the trademark application No.4300677 filed by the SECOND PARTY shall be withdrawn by him within one week from the date of execution of the present settlement deed and undertakes not to proceed further with the said application.
5. That the SECOND PARTY further represented that he has already destroyed all such material including blocks, packaging, labels, display boards, sign boards, trade literature advertisement material, wrapper, trade dress, packaging etc. bearing the mark "FIONA" in his power and possession and undertakes to destroy the same if any such material found in his possession. The FIRST PARTY also undertakes to destroy all such material including blocks, packaging, labels, advertisement material, trade dress, packaging etc. bearing the mark "FIONA" in its power and possession which was seized during the execution of local commissioner proceedings.
6. It is also agreed between the parties that the abovesaid appeal shall be decreed in terms of the present settlement



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since the SECOND PARTY acknowledge the rights and claims of the FIRST PARTY subject to it unconditionally withdrawing and forfeiting its claim of damages against the SECOND PARTY.

7. It is agreed between the parties that the FIRST PARTY hereby agrees that it shall give up its claims qua the damages against the SECOND PARTY and shall have no other claims whatsoever against the SECOND PARTY.
8. It is agreed between the parties that in case the SECOND PARTY violates the terms of the present settlement, then he shall be liable to pay the damages to the tune of Rs. 10 Lacs. This would be in addition to all other legal remedies which the FIRST PARTY would be legally entitled to initiate any proceedings against the SECOND PARTY.
9. That the SECOND PARTY also undertakes to withdraw the opposition filed by him before Trademark Registry in the TM Application No. 4308734 and 5823947 for the mark “FIONA” of the FIRST PARTY.
10. That on the parties adhering to the terms hereof, no dispute or difference shall remain surviving between the parties and they undertake not to rake up or initiate any issue or action in this regard against each other before any court/ forum/ authority at any time in future.
11. That the parties have confirmed and verified the terms hereinbefore to be correct and have signed it without any mistake, misrepresentation, threat, pressure, coercion or undue influence from any quarter. Both sides undertake to abide by these terms.
12. That it has been represented and confirmed by the SECOND PARTY that all his right, title or interest in the aforesaid marks i.e. ‘FIONA’ or its label/ packaging /trade dress / colour scheme, etc. are extinguished and any person claiming on his behalf never had nor shall also have any right, title and interest in the mark / trade dress ‘FIONA’.
13. That it has been agreed and undertaken by the parties that they shall move an application before the Hon’ble High Court of Delhi for recording of terms of settlement and personally appear before the Hon’ble Court for recording of their statement.”



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3. In the Settlement Agreement, the first party is Mr. Vikas Gupta, sole proprietor of the appellant and the second party is Mr. Radhey Shyam Sharma, sole proprietor of Respondent 1.
4. We have perused the terms of settlement and find them to be legal and enforceable in law.
5. Learned Counsel for the parties as well as their respective clients are present in person. They undertake to abide by the terms of settlement.
6. In view thereof, no dispute survives for adjudication in the present appeal. Accordingly, the impugned order dated 29 May 2025 stands set aside as the parties have settled the dispute between them.
7. The present appeal as well as CS (Comm) No. 527/2023 stands disposed of in terms of the aforesaid settlement agreement. The Registry is directed to draw a decree sheet accordingly.
8. In accordance with Section 16A(iii) of the Court Fees Act, 1870, we direct that the appellant would be entitled to refund of half the Court fees deposited by it.

C. HARI SHANKAR, J

OM PRAKASH SHUKLA, J

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