



\$~86

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

+ **CS(COMM) 1119/2024 & I.As. 48209/2024**

ADITYA BIRLA LIFESTYLE BRANDS LTDPlaintiff

Through: Mr. Ankur Sangal, Mr. Shashwat
Rakshit and Ms. Apurva Bhutani, Advocates.

versus

MR JAGMOHAN, PROPRIETOR OF M/S BLUES COLLECTION

.....Defendant

Through: Mr. Aditya Pratap Singh Chauhan,
Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

15.05.2026

%

I.A. 13681/2026

1. This application is jointly filed on behalf of the parties under Order XXIII Rule 3 read with Section 151 CPC for recording of settlement between the parties.

2. This suit was instituted by the Plaintiff *inter alia* seeking a decree of permanent injunction restraining the Defendant and all others acting on its behalf from using the trade mark/trade name " PETER ENGLAND" on its signage or anywhere in its commercial establishment/shop and from selling, offering for sale, stocking, advertising, directly or indirectly dealing in any services or goods under the impugned trade mark "PETER ENGLAND" or any other trade mark/trade name which incorporates or contains the registered trade mark "PETER ENGLAND" of the Plaintiff or any other



trade mark/trade name as may be identical to or is deceptively similar to the Plaintiff's said registered trade mark "PETER ENGLAND" as given in paragraph 16 of the Plaint amounting to infringement of trade mark, amongst other reliefs.

3. During the pendency of the suit, parties have settled their *inter se* disputes and terms of settlement are incorporated in paragraph 3 of the application. For ready reference, terms of settlement are extracted hereunder:-

"a. That the Defendant acknowledges that the Plaintiff is the sole and exclusive proprietor of the well-known trade mark "PETER ENGLAND" and has goodwill and reputation in the said trade mark;

b. The Defendant agrees and undertakes that they will not use the trade mark/ trade name "PETER ENGLAND" or any other trade mark I trade name as may be identical to or deceptively similar with the Plaintiff's well-known trade mark "PETER ENGLAND" in any manner whatsoever;

c. The Defendant confirms that the Defendant has not filed any trade mark application for the trade mark "PETER ENGLAND" or any other trade mark which is identical or deceptively similar to the Plaintiff's well-known trade mark "PETER ENGLAND", and further undertakes that he will not file any such trade mark applications in the future;

d. That the Defendant undertakes to pay to the Plaintiff INR 3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) as settlement amount vide cheque No. 494265 dated 04.04. 2026 drawn on State Bank of India, Srinagar (Garhwal), Badrinath Road, Srinagar, Pauri Garhwal, Uttarakhand - 246174. A copy of the cheque no. 494265 is annexed herewith as ANNEXURE A.

e. In view of the above terms and conditions, the present suit may be decreed in terms of prayer clause (a), (b) & (c) of the Plaint;

f. That subject to the continued satisfaction of the terms in the present application and conditions agreed and undertaken by the Defendant, the Plaintiff agrees to not press for the reliefs of damages, rendition of accounts and cost incurred in the present proceedings.

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, this application is allowed and disposed of, recording the settlement between the parties.



CS(COMM) 1119/2024

5. The suit is decreed in terms of prayer clause (a), (b) and (c) of the Plaint read with terms of settlement. The terms shall form part of the decree and bind the parties thereto.
6. Registry is directed to draw up the decree sheet.
7. Suit stands disposed of along with pending applications.
8. Plaintiff is held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.

JYOTI SINGH, J

MAY 15, 2026/AK