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

+ **CS(COMM) 1162/2024 & I.A. 49046/2024**

DUKE PUMPING SOLUTIONS PRIVATE LIMITEDPlaintiff

Through: Mr. N. Mahabir, Mr. P.C. Arya, Ms. Vijaylaxmi and Ms. Noopur Biswas, Advocates.

versus

MUDIT KAMBOJDefendant

Through: Mr. Prakhar Upadhyay and Mr. Vivek Kumar Karn, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **12.02.2026**

1. This suit is instituted on behalf of the Plaintiff seeking permanent injunction restraining the Defendants and others acting on their behalf from selling, offering for sale any goods and/or advertising or promoting any product under the trademark DUKEMAK or any mark identical/similar or deceptively similar to Plaintiff's trademark DUKE amounting to infringement of copyright and/or passing off, among other reliefs.
2. During the pendency of the suit, parties were referred to the Delhi High Court Mediation and Conciliation Centre, where they have amicably resolved their *inter se* disputes and a Settlement Agreement has been executed on 20.12.2025, copy of which has been placed on record.
3. It is *inter alia* agreed between the parties that Defendant shall not use the impugned mark and pay a sum of Rs.2,00,000/- to the Plaintiff towards full and final settlement. It is also agreed that Defendant shall withdraw the



trademark application bearing Registration No. 3717995 for the mark DUKEMAK in Class 07 and for this purpose will file an application before the Registrar of Trade Marks within seven days from the date of decree and that Defendant will not file any trademark/copyright application for the trademark DUKEMAK and/or any other mark or packaging similar or deceptively similar to Plaintiff's mark and packaging.

4. Learned counsel for the Plaintiff acknowledges receipt of Rs. 2,00,000/- from the Defendant and submits that suit be decreed in terms of the settlement read with paragraph 42(i), (ii) and (iii) of the plaint.

5. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, the suit is decreed in terms of the Settlement Agreement read with paragraph 42(i), (ii) and (iii) of the plaint. Needless to state, the Settlement Agreement shall form a 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 application.

8. Plaintiff is held entitled to refund of entire court fee in accordance with Court Fees Act, 1870.

JYOTI SINGH, J

FEBRUARY 12, 2026/RW/AK