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

\# **CNR No. DLHC010999342025**

\+ CS(COMM) 1326/2025 and I.A. 31031/2025

KOHLER CO AND ANR. .....Plaintiffs

Through: Mr. Rahul Beruar and Mr. Yashveer Singh, Advocates.

versus

JUNEJA ENGG. WORKS .....Defendant

Through: Ms. Shraddha Bhargava and Ms. Princy Sharma, Advocates.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

O R D E R

% 12.10.2026

1. The present suit was filed by the plaintiffs praying for a permanent injunction restraining the defendants from infringing and passing off their trademark.

2. During the pendency of the proceedings, the parties were referred to mediation, where they arrived at a settlement, the terms whereof have been reduced to writing in the form of settlement agreement dated 25.08.2026.

3. The settlement has been signed by the authorized representatives of the plaintiffs as well as the defendant. Likewise, the learned counsel for the parties have also signed the settlement agreement.

4. Mr. Rahul Beruar, the learned counsel appearing on behalf of the plaintiffs, submits that it has also been agreed between the parties that the

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goods of the defendant, which was seized by the Local Commissioner, will be destroyed subject to permission of this Court. The relevant Para in that behalf is set out hereinbelow:

> *"4. The Plaintiffs agree that they have no objection, subject to Hon'ble Delhi High Court's permission, to destroy the goods seized by the Local commissioner provided that the cost of the same is borne by the Defendant and in the presence of the Plaintiffs representatives/ Counsel. The Parties herein also agree that the process of destruction of seized goods would be recorded by the Plaintiffs and the Defendants would provide all due assistance in this regard and same is to happen on or before 30 days from the date of execution of the present Settlement Agreement."*

5. This Court has gone through the terms of the settlement and found the same to be lawful. Therefore, there is no impediment in recording the terms of settlement agreement dated 25.08.2026 and decreeing the suit in terms thereof.

6. The parties are also at liberty to destroy the goods seized by the Local Commissioner in terms of para 4 of the settlement quoted in para 4 above.

7. The suit is decreed in terms of the settlement agreement dated 25.08.2026, which shall form part of the decree.

8. Let the decree sheet be drawn by the Registry in the above terms.

9. At this stage, learned counsel appearing on behalf of the plaintiff prays for refund of court fee.

10. Since the parties have arrived at a settlement and the suit has been disposed of in terms of the settlement arrived at between the parties with the intervention of the ADR mechanism, the plaintiff is entitled to refund of the entire court fee.

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11. The Registry is accordingly, directed to issue a certificate in that behalf.

12. Pending applications, if any, also stand disposed of.

VIKAS MAHAJAN, J

OCTOBER 12, 2026/*jg/VB*

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