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

+ **CS(COMM) 1375/2025**

CAPITAL FOODS PRIVATE LIMITEDPlaintiff

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

versus

TAPOVAN FOODS PRIVATE LIMITEDDefendant

Through: Mr. Amit Tomar, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **18.02.2026**

I.A. 4512/2026(under Order XXIII Rule 3 CPC)

1. This is a joint settlement application filed under Order XXIII Rule 3 read with Section 151 Code of Civil Procedure, 1908 (hereinafter referred to as 'CPC'), on behalf of the plaintiff and defendant.
2. Learned counsel for the parties submit that the parties were able to amicably resolve their disputes out of Court and have been able to reduce the terms of settlement into writing which is recorded in para 4 of the present application.
3. The said para 4 is reproduced hereunder:

"4. 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 Defendant acknowledges the Plaintiff to be the sole proprietor of the registered 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 going forward, the Defendant undertakes to never use the mark SCHEZWAN SPICY CHUTNEY and / or the Plaintiff's



registered trademark / brand SCHEZWAN CHUTNEY 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 the Defendant states 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 SPICY CHUTNEY 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

d. That going forward, the Defendant undertakes 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 SPICY CHUTNEY 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. The Defendant undertakes to remove all references to the trade mark SCHEZWAN CHUTNEY / SCHEZWAN SPICY CHUTNEY, including the impugned products which are mentioned in paragraph no. 3 hereinabove, from all online / offline platforms before signing the present settlement agreement; and

f. The plaintiff shall have no issue with use of standalone word/expression "SCHEZWAN" or standalone word/expression "CHUTNEY" by the defendant in any form, but the Defendant shall in no case use or attempt to use the mark "SCHEZWAN CHUTNEY" Or any permutation / combination of the words "SCHEZWAN" and "CHUTNEY" on the packaging of their products.

g. The Defendant agrees to suffer a decree of permanent injunction in terms of prayer paragraph no. 93 (a), (b), (c) and (d) of the Complaint, which are also culled out hereinbelow.

" PRAYER:

93. In light of the foregoing, it is most respectfully prayed that this Hon'ble Court may be pleased to issue:

a. An order of permanent injunction restraining the Defendant, their agents, suppliers and distributors, directors, employees and all others acting for and on their behalf from directly or indirectly dealing in any products / services bearing the marks SCHEZWAN CHUTNEY and / or SCHEZWAN SPICY CHUTNEY and / or from using



any other mark that may be deceptively similar to the Plaintiff's registered and well-known trademark SCHEZWAN CHUTNEY, amounting to infringement of the Plaintiff's registered trademark SCHEZWAN CHUTNEY bearing number 2431851; and

b. An order of permanent injunction restraining the Defendant, their agents, suppliers and distributors, directors, employees and all others acting for and on their behalf from directly or indirectly dealing in any products / services bearing the marks SCHEZWAN CHUTNEY and / or SCHEZWAN SPICY CHUTNEY and / or from using any other mark that may be deceptively similar to the Plaintiff's registered and well-known trademark SCHEZWAN CHUTNEY, amounting to passing off of the Defendant's infringing products as that of the Plaintiff's; and

c. An order of permanent injunction restraining the Defendant, their agents, suppliers and distributors, directors, employees and all others acting for and on their behalf from directly or indirectly engaging in any act whatsoever that will result in the dilution and tarnishment of the distinctiveness and goodwill associated with the Plaintiff's registered trademark SCHEZWAN CHUTNEY; and

d. An order for delivery up of all the goods bearing the impugned trademark, dies, blocks, cartons, labels, carry bags, hoardings, promotional literature and any other infringing material to the authorized representatives of the Plaintiff for the purposes of destruction; and

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h. Subject to the Defendant's strict adherence to all the settlement terms mentioned hereinabove, the Plaintiff agrees not to press for the relief of rendition of accounts, damages, and costs, court fee or any other damage as prayed for in the prayer paragraph no. 93 (e), (g), and (h) of the plaint.

i. The Parties agree that the suit be decreed in terms of this settlement.

4. It would be also relevant to extract para 5, 6 and 7, which are reproduced hereunder:



“5. 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.

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

7. 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. This court has perused the terms of settlement and finds them lawful.
6. The settlement terms are well within the contours of Order XXIII Rule 3 read with Section 151 CPC. The parties are bound by the terms of the Settlement Agreement.
7. There is no impediment in case the suit is decreed in terms of the above settlement *qua* the defendant.
8. Accordingly, let the decree sheet be drawn up in terms thereof.
9. Application stands disposed of.
10. The suit is decreed and disposed of alongwith all pending applications, in terms of the settlement contained in the application.
11. On an oral request by learned counsel appearing on behalf of the plaintiff, Court Fees under Section 16 of the Court Fees Act, 1870, shall be refunded to the plaintiff upon completion of all formalities as per Rules.

TUSHAR RAO GEDELA, J

FEBRUARY 18, 2026/anj