



2026:DHC:2307-DB



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

+ **FAO (COMM) 358/2025, CM APPL. 82047-51/2025**

UNIBIC FOODS INDIA PVT LTDAppellant

Through: Mr. Dhruv Grover and Ms.
Sejjal Malik, Advocates.

versus

BIKANER BHUJIA UDYOG SANGHRespondent

Through: Mr. Varun Kajla, Advocate.

+ **FAO (COMM) 364/2025, CM APPL. 82657-61/2025**

UNIBIC FOODS INDIA PRIVATE LIMITEDAppellant

Through: Mr. Dhruv Grover and Ms.
Sejjal Malik, Advocates.

versus

BIKANER BHUJIA UDYOG SANGHRespondent

Through: Mr. Varun Kajla, Advocate.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

ORDER(ORAL)

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18.03.2026

C.HARI SHANKAR, J.

1. The dispute between the parties stands settled with the intervention of Delhi High Court Mediation and Conciliation Centre. The settlement agreement dated 16.03.2026 is on record. The terms of settlement read thus:

Signature Not Verified

Signed By: ANUBHAV

TRIPATHI

Signing Date: 23.03.2026
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"I. The Appellants state that they have taken appropriate steps to cease all manufacturing, sale and use of the mark "UNIBIC SWAADESI BIKANERI BHUJIA" as on the date of execution of the present Settlement Agreement and shall continue to not, directly or indirectly, manufacture, market, offer for sale (online or offline), export, sell, distribute, advertise, or otherwise deal in any product under or bearing the marks "UNIBIC SWAADESI BIKANERI BHUJIA" and/or "BIKANBRI BHUJIA".

II. The Appellant shall to the best of its ability take all necessary steps to remove and procure the removal of all online listings that use or refer to the mark "UNIBIC SWAADESI BIKANERI BHUJIA", and shall cease any further use thereof within two weeks.

III. The Appellant has paid a sum of INR 6,50,000/- (Rupees Six Lakhs and fifty thousand only) vide DD No. 767646 dated February 18, 2026 drawn at HDFC Bank in favour of Bikaner Bhujia Udyog Sangh to the Respondent as a final, one-time lump-sum payment towards all, their claims, with no further amounts payable by the Appellant.

IV. The Appellant undertakes that subject to the compliance by both Parties of the terms of this Settlement Agreement, it will not object to or challenge the Respondent's proprietary rights in respect of the G.I. Bikaneri Bhujia, directly or indirectly. The Appellant will not challenge the registration under no. 142 in class 30 of the Respondent for the Geographical Indication mark "BIKANERI BHUJIA" in any manner in any forum.

V. The Respondent agrees that it shall not object to the Appellant manufacturing, marketing, offering for sale (online or offline), exporting, selling, distributing, or otherwise dealing in namkeen or related products under the Appellant's trade marks but not limited

to "UNIBIC"/  "/ "SWAADESI"/  " and/or any other mark that does not include, incorporate, or otherwise use "BIKANBRI BHUJIA" directly or indirectly in any manner.

VI. The Appellant further undertakes that any pending application filed by it under the trademark/label "Swaadeshi Bikaneri Bhujia or any other or any trade mark identical or deceptively similar to the G.I expression BIKANBRI BHUJIA of the Respondent shall be withdrawn forthwith but not later than two weeks, at its own cost

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and that it shall not file any further application for registration of the said trademark/label or any trade mark identical or deceptively similar thereto in future.

VII. The Appellant and Respondent agree that upon execution of the present Settlement Agreement, the Parties shall jointly pray and request the (a) Ld. Trial Court to accept the terms set-out in the present Settlement Agreement and to decree the suit being CS (COMM) No. 872 of 2025 in terms hereof; and (b) the Hon'ble High Court to record the terms of this Settlement Agreement and to dispose of the appeals filed by the Appellant in terms hereof.

VIII. The Parties agree that they have executed the present Settlement Agreement by their free will and volition without any force or pressure from anybody and shall bear their own legal costs in respect of the present proceedings.

IX. The Parties also agree that they have understood the contents of the present Settlement Agreement and consent that the terms of the present Settlement Agreement are binding upon them, and as such they shall not dispute the same ever in future.

X. The existence, nature, terms and conditions of this Settlement Agreement are strictly confidential and shall not be disclosed by the Parties in any manner or form, directly or indirectly, to any other person or entity under any circumstances except in accordance with applicable law. The terms of this Settlement Agreement shall be effective between the Parties worldwide, including India.

XI. The Parties undertake to present themselves through their representatives before the Hon'ble Court during the physical/virtual court hearings in order to confirm the terms of the Settlement Agreement. The Parties undertake that they are bound by this Settlement Agreement and shall abide by the terms and conditions set out herein and agree to not dispute the same hereafter in the future, except for reasonable cause such as in case of any breach of the terms of this Settlement agreement, wholly or partly.

XII. In the event one of the Parties is in breach of this Settlement Agreement, the other Party shall be entitled to avail all remedies available under applicable law against the Party in breach.

XIII. The signatories to this Agreement warrant that they are fully empowered, legally qualified and duly authorized to sign, execute and perform this Agreement on behalf of the Party and that this

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Agreement constitutes a valid and binding obligation for the respective Party that they represent.”

2. The Court has perused the terms of settlement and has found them to be enforceable and in order. Learned Counsel for the parties are also present and undertake on behalf of their respective clients to abide by the terms of settlement.
3. Accordingly, the suit as well as the present appeal shall stand settled in terms of the aforementioned terms of settlement by which the parties shall remain bound.
4. Accordingly, the appeals do not survive for consideration and are disposed of.

C. HARI SHANKAR, J.

OM PRAKASH SHUKLA, J.

MARCH 18, 2026/pa