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

+ CS(COMM) 24/2026
NURECA LTD.

.....Plaintiff

Through: Mr. Rachit Mittal, Mr. Parish mishra,
Ms. Srishti Aggarwal and Mr. Abhishek
Sinha, Advocates.

versus

ABDUL BARIQUE TRADER

.....Defendant

Through: Mr. Priyanshu Jaiswal, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **28.04.2026**

I.A. 11865/2026 (Under Order XXIII Rule 3, CPC)

1. This is a joint application under Order XXIII Rule 3 read with Section 151 Code of Civil Procedure, 1908.
2. Learned counsel for the parties state that the *inter se* disputes have been resolved amicably and the terms of settlement have been reduced into writing *vide* the Settlement Agreement dated 20.02.2026, which is appended to the present application. The terms of settlement have been reduced into writing from para 5 to 17.
3. It is informed that inadvertently, after para 10, para 13 appears on account of a typographical error.
4. Learned counsel for the parties are *ad idem* on that.
5. Para 5 to 17 of the terms of settlement are reproduced hereunder:

“5. Acknowledgement of Infringement

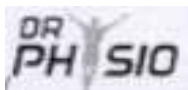
5.1. That the Second Party agrees and acknowledges the use of the

identical mark, i.e. Physio Tru,



, similar to the following



marks **Dr. Trust/**  , **Dr. Physio/**  of the First Party.

5.2. That, upon becoming aware of the aforesaid infringement of the registered trademarks of the First Party, the Second Party, on 30.01.2026, approached the First Party seeking an amicable settlement of the present dispute outside the Court, stating that it was not in a position to effectively contest and pursue the litigation before the Hon'ble High Court of Delhi at New Delhi.

5.3. A comparative table of First Party's brands/ trademarks and the trademarks copied by the Second Party is as follows:

First Party's Brands/Marks	Second Party's Brands/Marks
 <u>Dr. Trust/</u>	 Physio Trust
 <u>Dr. Physio/</u>	

6. TERMS OF SETTLEMENT

6.1 The Second Party unequivocally acknowledges and admits that the First Party is the lawful and absolute proprietor and owner of the

trademarks "**Dr. Trust/**  , **Dr. Physio/**  , along with all goodwill, reputation, statutory and common law rights subsisting therein. The Second Party further acknowledges the distinctiveness, goodwill, and reputation accrued in favour of the said trademarks in India and abroad and undertakes not to dispute, oppose, or challenge the same, whether directly or indirectly, now or at any time in the future.

6.2. The Second Party has unconditionally agreed to the terms and conditions proposed by the First Party and has further represented, warranted, and undertaken that it, along with its subsidiaries, group companies, affiliates, directors, officers, managers, shareholders, employees, agents, dealers, distributors, licensees, retailers, stockists, assigns, and/or any other persons or entities claiming through or under the Second Party, shall forthwith and permanently relinquish all rights,



claims, and interests, 'if any, in respect of the mark/name "**Physio Trust**/"



" and/or any packaging, branding, or trade dress associated therewith.

6.3. The Second Party further undertakes that it shall cease and desist, and shall ensure that all persons and entities mentioned in Clauses hereinabove cease and desist, from manufacturing, offering for sale, selling, displaying, advertising, promoting, or marketing any goods or

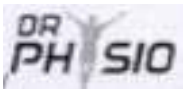


services under the mark/name "**Physio Trust**/" or under any packaging, branding, or trade dress identical with or deceptively similar thereto.

6.4. The Second Party further agrees and undertakes that it shall not use, adopt, register, apply for registration of, or otherwise deal in any manner



DR whatsoever, the marks "**Dr. Trust**/" , **Dr. Physio**/"



, or any other mark/name that is identical with or deceptively similar to the registered; trademarks of the First Party or its predecessor, in any form whatsoever, including but not limited to as trade names, business names, trademarks, domain names, packaging, labels, advertising, promotional material, or on digital and social media platforms, whether now or in the future.

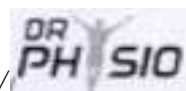
6.5. The Second Party confirms and undertakes that he will destroy any infringing material, i.e. abandon all labels, cartons, packaging, brochures, pamphlets, banners, visiting cards, promotional material, and



any other articles bearing the mark "**Physio Trust**/" or



any "**Dr. Trust**/" , **Dr. Physio**/" formative or deceptively similar mark and share the photographs of the same with the authorized representative of the Plaintiff. The Second Party further agrees to destroy any remaining infringing material in the presence of an authorised representative of the First Party on a mutually agreed date and time .



6.6. The Second Party agrees and submits to a decree of permanent injunction restraining it, whether by itself or through its partners, officers, employees, agents, distributors, suppliers, affiliates, subsidiaries,

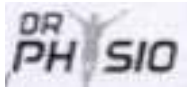
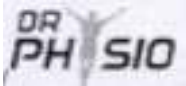


franchisees, licensees, representatives, group companies, or assigns, from manufacturing, authorising the manufacture of, distributing, exporting, selling, offering for sale, advertising, promoting, or displaying any goods or services bearing any trademark or trade dress that infringes or amounts to passing off the trademarks of the First Party, or any mark identical or deceptively similar thereto.

6.7. The Second Party undertakes that it shall, in future, maintain a clear and safe distance from the trademarks, trade dress, packaging, branding, and overall commercial presentation of the First Party and shall not adopt any mark or get-up that may cause confusion, deception, or association with the First Party.

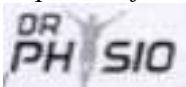
6.8. The Second Party undertakes to withdraw and/or surrender the proprietorship and/or GST registration standing in the name "Abdul Barique Trader/ Physio Trust" within a period of Sixty (60) days from the execution of the present Settlement Agreement and shall furnish an endorsed copy of the withdrawal/surrender documents to the First Party.

6.9. The Second Party represents and warrants that it does not have any pending trademark or copyright applications or registrations for "**Physio**

Trust/  or any "**Dr. Trust/**  , **Dr. Physio/**  " formative or deceptively similar mark. The Second Party further undertakes that it shall not, in future, directly or indirectly, apply for or seek registration of any trademark, logo, trade name, or domain name that is identical or deceptively similar to any of the trademarks of the First Party.

6.10. The Second Party undertakes that henceforth it shall use only such amended trademarks, trade names, and corresponding packaging as are wholly distinct and dissimilar from the trademarks of the First Party and which do not infringe or amount to passing off the First Party's marks in any manner.

6.11. The Second Party hereby acknowledges and affirms the exclusive proprietary rights of the First Party and/or its predecessor in interest in

respect of the marks "**Dr. Trust/**  , **Dr. Physio/**  , and undertakes that it shall not, directly or indirectly, now or in the future, challenge, dispute, oppose, or question the validity, ownership, or enforceability of the said marks in any manner whatsoever.



6.12. The Second Party undertakes to make all bona fide and diligent efforts to place the present settlement on record before the Hon'ble Court and to seek closure of the proceedings in CS (Comm) No. 24 of 2026, pending before the Hon'ble High Court of Delhi at New Delhi, in terms of the present Settlement Agreement.

6.13. The Second Party agrees and undertakes that the terms and conditions of the settlement arrived at in the above-referenced proceedings shall be final, binding, and enforceable upon the Second Party and all persons/entities associated with the Second Party, and shall be deemed to form an integral and inseparable part of the present Settlement Agreement.

7. PAYMENT TERMS

7.1. The aforesaid settlement amount of ₹ 1,50,000/- (Rupees One Lakh Fifty Thousand only) shall be paid by the Second Party to the First Party on the date of execution of the present Settlement Agreement. The amount has been paid by the Demand Draft dated 20.02.2026. Copy of Demand Draft is being annexed herewith and marked as **ANNEXURE S-2**.

7.2. The payment shall be made by way of Demand Draft in favour of the First Party, or in such other manner as may be mutually agreed in writing between the Parties.

7.3. Upon receipt of the aforesaid amount, the First Party shall acknowledge the same in writing, and; such payment shall constitute full and final settlement of the monetary claims of the First Party arising out of or in connection with the subject matter of the present dispute.

7.4. In the event of failure or delay in payment beyond the stipulated period or in case of cheque bounce, the Second Party shall be liable to pay interest at the rate of 18% per annum from the due date until actual realisation, without prejudice to the First Party's rights to seek enforcement of the present Settlement Agreement in accordance with law.

8. EVENT OF DEFAULT

8.1. The Second Party shall be deemed to be in default ("Event of Default") if it commits any breach, non-compliance, or failure to perform any of its obligations under the present Settlement Agreement, including but not limited to:

(a) failure to pay the settlement amount or any part thereof within the time stipulated herein;

(b) violation of any undertaking relating to non-use, cessation,



abandonment, or destruction of infringing marks, packaging, or materials;

(c) adoption, use, application for registration, or facilitation of use of any trademark, trade name, packaging, or trade dress that is identical or deceptively similar to the trademarks of the First Party; or (d) failure ... to withdraw, surrender, or cancel any, proprietorship, GST registration, or application as agreed herein.

(d) Violation of the clause 6 of the present Settlement Agreement

8.2. Upon occurrence of an Event of Default, the First Party shall be entitled, without prejudice to any other rights and remedies available in law or equity, to:

(a) enforce the present Settlement Agreement as a decree/order of the Hon'ble Court, where recorded;

(b) seek injunctive reliefs, damages, rendition of accounts, contempt proceedings, and/or such other reliefs as may be available under law; and

(c) recover all costs, expenses, and legal fees incurred as a consequence of such default.

8.3. Any forbearance, indulgence, or delay by the First Party in enforcing any term of the present Settlement Agreement shall not be construed as a waiver of its rights, nor shall it affect the First Party's right to enforce the same upon occurrence of an Event of Default.

8.4. The provisions of this clause shall survive the execution, recording, and disposal of the present proceedings and shall remain binding upon the Second Party and all persons claiming through or under it.

8.5. In the event that the Second Party or its representatives breaches any provision of this Settlement Agreement or any further act of infringement/passing off by the Second Party of the trademark of the First Party, trade dress, or any other IP rights, the Second Party shall be liable to pay compensation to the First Party. Such compensation shall be assessed in an amount i.e. ₹ 25,00,000/- (₹ Twenty-Five Lacs Only).

9. GOVERNING LAW & DISPUTE RESOLUTION

9.1. Governing Law

This Settlement Agreement, including all rights, obligations, and any non-contractual obligations arising out of or in connection herewith, shall be governed by and construed in accordance with the laws of India.



9.2. Exclusive Jurisdiction

The Parties agree that the courts and tribunals at New Delhi, India, shall have exclusive jurisdiction to adjudicate and settle any dispute, claim, or difference arising out of or in connection with this Settlement Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination, as well as any non-contractual obligations arising therefrom.

10. The Parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement out of court;

a. In consideration of the above undertakings tendered by the Second Party, the First Party foregoes its claim for rendition of account of profits, damages, compensation or any such other mode of compensation or payment (monetary or otherwise) in lieu of settlement herein of the instant dispute.

b. The Parties hereby agree that any breach/default of any condition set forth herein would be a material default/breach of the Settlement Agreement and the Parties would be entitled to remedies as per clause 6 of the present agreement, along with the other remedies as provided in law.

c. The Second Party acknowledges that such compensation is intended to serve as a deterrent against future breaches and is not to be construed as a penalty but rather as a reasonable estimate of damages that would result from such breach.

d. This clause shall survive the termination of this Settlement Agreement and shall remain enforceable in accordance with applicable law.

e. The Settlement will be binding on the Second Party, their successors, agents, licensees, franchisees, representatives, distributors, sister concerns, and assignees.

13. The Parties agree that the Parties and their respective counsel and other agents have fully and equally participated in the preparation, negotiation, review and approval of all provisions of the present Settlement Agreement. In the event that any provision of this Settlement Agreement should require interpretation or construction, the Parties agree that this Settlement Agreement will be interpreted or construed without any presumption that the provisions of this Settlement Agreement are to be strictly construed against any party;

14. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter addressed herein, supersedes any and all prior understandings and/or agreements with respect to the subject matter addressed herein, and is executed as their



free act and deed.

15. The failure of one party to insist upon strict performance of any obligation hereunder of the other party, irrespective of the length of time for which such failure may continue, shall not be a waiver of the performing party's right to demand strict compliance therewith in the future;

16. The Parties reserve the right to exercise all other rights they may have that are not specifically covered by this Agreement; That the Parties undertake before the Hon 'ble Court that they are bound by the Settlement Agreement and to abide by the terms and conditions set out in the Settlement Agreement and. not to dispute the same hereinafter in the future."

6. Learned counsel submits that the compliances are complete.
7. The parties shall remain bound by the terms of settlement.
8. The Settlement Agreement dated 20.02.2026 along with its annexures is taken on record.
9. The application is supported by the affidavit of both the parties.
10. This Court has perused the terms of settlement which appear to be lawful and within the contours of Order XXIII Rule 3, CPC.
11. This Court does not find any impediment in decreeing the suit in terms thereof.
12. Let a decree sheet be drawn up in terms of para 5 to 17 of the Settlement Agreement.
13. At request, the Court fees be refunded to the plaintiff under Section 16 of the Court Fees Act, 1870 upon completion of all formalities as per Rules.
14. The suit is decreed and disposed of in above terms.
15. The date already fixed i.e. 25.05.2026 stands cancelled.

TUSHAR RAO GEDELA, J

APRIL 28, 2026/ar