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

+ **CS(COMM) 1262/2018**

HINDWARE LTD

.....Plaintiff

Through: Mr. Manav Gupta, Mr. Sahil Garg and
Mr. Mithil Malhotra, Advocates.

versus

MARVEL CERAMICS AND ORS.

.....Defendants

Through: Mr. Sanjeev Gupta, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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04.02.2026

1. In terms of the order dated 16.01.2026, as noted in para 2, an appropriate affidavit of Mr. Anopsinh Zala, has been filed and is taken on record.
2. In order dated 16.01.2026, the affidavit of Mr. Anopsinh Zala S/o Shri. Ambalal Zala has been filed wherein Mr. Anopsinh Zala deposed that he is authorized representative and one of the partners of defendant no.2 firm and well conversant with the facts and circumstances of the present matter. He also further deposed that he is also one of the partners in defendant no.1 firm and had signed the said Settlement Agreement in that capacity on behalf of defendant no.1 on the anvil of the Power of Attorney dated 02.01.2020. He further deposed that under the authorization dated 30.01.2026, he adopts the terms of the said Settlement Agreement on behalf of defendant no.2 and undertakes that the defendant no.2 shall abide and adhere to the terms of the said Settlement Agreement.
3. In view of the aforesaid, the technical lacuna which was found by this Court stands cured.

I.A. 1073/2026

4. This is an application under Order XXIII Rule 3 read with Section 151

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Code of Civil Procedure, 1908 filed on behalf of the plaintiff as also the defendant nos.1 and 2.

5. Learned counsel for the parties submit that the parties were able to resolve their disputes and recorded the terms of Settlement Agreement in writing *vide* the Settlement Agreement dated 25.09.2025.

6. Learned counsel for the parties submit that the terms of settlement as enumerated in the Settlement Agreement are extracted hereunder:

"1. The SECOND PARTY hereby acknowledges that the first party holds valid trademark registration for the trademark/trade name 'HINDUSTAN VITREOUS' or 'H VITREOUS' individually as well as in conjugation with "HINDWARE" and/or "HINDUSTAN" along with several other marks such as HINDWARE ART, HINDWARE ITALIAN COLLECTION, HINDWARE PREMIUM, HSIL etc. in various classes as set out in the suit.

2. The SECOND PARTY is ready and willing to suffer a decree of permanent injunction in terms of the Prayer clause (a) and (b) which reads hereunder: a. Pass and pronounce a decree of permanent injunction restraining the Defendants, their family members, dealers, their suppliers, their franchisees, agents, sister concerns or any entity incorporated by the Defendants or their family members, Directors, distributors or anyone acting for and on their behalf from using the trademark HINDUSTAN VITREOUS or H VITREOUS or any other mark that is deceptively similar to it or to the trademarks of the Plaintiff on its products or in any manner whatsoever so as to result in infringement of the trademarks of the Plaintiff; and b. Pass and pronounce a decree of permanent injunction restraining the Defendants, their family members, dealers, their suppliers, their franchisees, agents, sister concerns or any entity incorporated by the Defendant or their family members, Directors, distributors or anyone acting for and on their behalf from using the trademark HINDUSTAN VITREOUS or H VITREOUS any other mark that is deceptively similar to the trademarks of the Plaintiff on its products or in any manner whatsoever so as to result in passing off its goods as that of the Plaintiff or in any manner misrepresenting or holding out to be connected or related to the Plaintiff in any manner whatsoever; and

3. The SECOND PARTY has already destroyed the alleged infringing goods in 2018-2019 and in lieu of any/all alleged damages the Second Party has handed over a Demand Draft



drawn on HDFC BANK LTD Bearing No.4085 dated 06.11.2025 for an amount of Rs. 2,00,000/- [Rupees Two Lakhs only], towards full and final settlement of the claim for damages as sought by the FIRST PARTY. A copy of the Demand Draft is annexed herewith and marked as 'ANNEXURE-C'.

4. The SECOND PARTY hereby assures and undertakes that it will never infringe the FIRST PARTY's Registered Trademarks by/through themselves, their proprietors, partners, Directors, Principal officers, employees, representatives, stockists, dealers, agents, sister concerns and all other persons claiming under or through or on behalf of them or acting in concert with them or otherwise, by manufacturing, stocking, distributing and/or selling counterfeit/ duplicate/infringing products that are deceptively similar to the FIRST PARTY's products, in any manner whatsoever.

5. The SECOND PARTY has assured the FIRST PARTY that they have already destroyed all products, moulds, dies, tools, equipment and other fixtures used for the manufacture of allegedly deceptively similar to the FIRST PARTY's trade mark.

6. The SECOND PARTY further undertakes to destroy all the infringing products which have at any stage deceptive to the trade mark of the FIRST PARTY in presence of respective counsels of the parties.

7. The SECOND PARTY hereby acknowledges that if in future the SECOND PARTY is found to have indulged in any such infringing activities qua any of the products [not limited to the present Registered trademarks] of the FIRST PARTY, then it shall be liable to pay to the FIRST PARTY liquidated damages alongwith the entire Cost as prayed for in the Suit.

8. The Parties to the present Settlement Agreement assure/undertake to not raise any dispute or claim either civil or criminal, against each-other [in respect of the instant dispute being settled by way of the present Settlement Agreement] in future in any manner whatsoever.

9. Both the parties to the Settlement Agreement hereby agree that any dispute between them with reference to the Settlement Agreement shall be subject to the Jurisdiction of Courts at New Delhi.

10. The Parties to the Settlement Agreement further ensure/confirm that there is no other dispute/litigation/Complaint pending between the Parties. If any dispute is discovered, the same will be withdrawn, decreed and/or get quashed.



11. That this present Settlement Agreement has been voluntarily signed, executed by the parties to the Settlement Agreement in the presence of the mediator without any force, fraud, undue influence or coercion from any quarters.

12. By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all their disputes and differences have amicably been settled through the process of mediation.

13. It is agreed between the parties that they shall be at liberty to move an appropriate application, under section 16 of the Court Fees Act, 1870 read with section 89 of CPC, 1908, for refund of the Court Fee deposited by them in CS [COMM] No. 1262 of 2018.

14. The SECOND PARTY hereby undertakes to abide by the terms and conditions of the instant settlement and the consequent decree passed by the Hon'ble Court at all future times to come."

7. This Court has perused the terms of Settlement contained in the Settlement Agreement dated 25.09.2025 and finds that the same are within the contours of the Order XXIII Rule 3 read with Section 151 Code of Civil Procedure, 1908. In terms thereof, the Court does not find any impediment in decreeing the Suit.

8. The parties are strictly bound by the Settlement Agreement.

9. The Settlement Agreement also includes the identification cards of the plaintiff as well as the defendants which are Annexure A and B. As also photocopy of the Demand Draft bearing No. 004085 for Rs.2,00,000/- (Rupees Two Lakhs Only) in favour of plaintiff/the Hindware Limited dated 06.11.2025 drawn on HDFC Bank. The said original Demand Draft is handed over to the plaintiff by the learned counsel for the defendant.

10. The original Settlement Agreement dated 25.09.2025 is taken on record and be exhibited as Exhibit A.

11. In view of the above, the application is allowed.



12. Accordingly, the Suit is decreed. Let the decree sheet be drawn up in accordance with the terms of the Settlement Agreement dated 25.09.2025.

13. In terms of the Section 16A of the Court Fees Act, the Court Fees may be refunded to the plaintiff on completion of the formalities required therein. Settlement Agreement is binding upon both the defendants. The Suit is decreed in terms of the Settlement Agreement and disposed of alongwith all pending applications.

14. The date already fixed before Joint Registrar i.e. 18.02.2026 stands cancelled.

TUSHAR RAO GEDELA, J

FEBRUARY 4, 2026

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