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

+ **CS(COMM) 192/2026**

SINGH AND SINGH LAW FIRM LLP & ANR.Plaintiffs

Through: Mr. Kapil Midha and Ms. Runjhun Garg, Advocates along with Mr. Karmanya Singh Sareen and Mr. Krishnagopal Abhay, ARs.

versus

SINGH AND SINGH CHARTERED ACCOUNTANTS & ORS.

.....Defendants

Through: Ms. Monika Pandey, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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25.03.2026

I.A. 7981/2026

1. This application is filed jointly by the parties under Order XXIII Rule 3 read with Section 151 CPC for recording settlement between them and passing a consent decree.
2. This suit is instituted by the Plaintiffs seeking protection of their registered mark/name Singh & Singh and restraining the Defendants from using the marks 'Singh and Singh', 'Singh & Singh', 'Singh and Singh Chartered Accountants' and 'Singh & Singh Chartered Accountants' and/or any other trademark/trade name/trading style/domain name including domain name <https://www.singhandsingh.in/> etc., which are identical or deceptively similar to Plaintiffs' mark Singh & Singh or any variant thereof. By order dated 26.02.2026, Court restrained the Defendants from using the impugned marks with a further direction to takedown/delete the infringing content.



3. It is stated in the application that as an act of good faith, Plaintiffs agreed to amicably resolve the *inter se* disputes with the Defendants, after being approached by the Defendants and terms of settlement are extracted in paragraphs 5 and 6 of the application. It is jointly submitted by counsels for the parties that the suit be decreed in terms of the settlement.

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, this application is allowed and disposed of, recording the settlement between the parties.

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5. As noted above, parties have amicably settled the matter. For ready reference the terms of settlement as incorporated in the application being I.A. 7981/2026 are as follows:-

“5. The Parties have agreed that the obligations of the Defendants under this Settlement Agreement (as provided in Clause 4.1) and the Plaintiffs willingness to not press for damages and costs in light of this settlement be recorded in the order/decreed passed by the Hon’ble High Court of Delhi.

a. The obligations of the Defendants under Clause 4.1 are provided below:

“4.1.1. The Defendants individually and collectively, acknowledge, affirm and accept the Plaintiff No. 2’s unconditional, exclusive and absolute ownership of the mark/ name “Singh & Singh”.

4.1.2. The Defendants hereby undertake to cease all use of any of the Impugned Marks as per the timeline provided below:

4.1.2.1. All public use of the Impugned Mark(s) by Defendants has ceased already.

4.1.2.2. The Impugned Domain Name(s) (including singhandsingh.in) will be transferred by the Defendants to the Plaintiffs within 60 days of execution of the Termsheet i.e. by 06 May 2026.

4.1.2.3. All formalities relating to the approval of the Proposed Name(s), legalities, by the Defendants, shall be initiated within 7 days of execution of the Termsheet, and be completed within 3 months of execution of the Termsheet i.e. by 07 June 2026.



4.1.2.4. The Defendants shall completely cease all use of the Impugned Marks within 3 months of execution of the Termsheet i.e. by 07 June 2026.

4.1.3. Note: One facebook page [<https://www.facebook.com/profile.php?id=100068315047364>] is not within the Defendants' direct control as per the Defendants. The Defendants undertake to cooperate with the Plaintiffs to get any such Facebook/social media pages removed through the platforms/intermediaries.

4.1.4. The Defendants hereby confirm that they have complied with the Injunction Order in its entirety and will continue to remain bound by it.

4.1.5. The Defendants hereby undertake to not use any of the Impugned Marks in the future and continue to comply with the Injunction Order in the future.”

b. Defendants to change their firm's name to one of the Proposed Name(s)

The Defendants have undertaken to change the name of their chartered accountancy practice/firm to one of the following Proposed Name(s):

- I. SINGH M & CO
- II. SINGH MOHINDER & CO
- III. SINGH MOHINDER & ASSOCIATES

c. Plaintiffs not to press for damages and costs in light of the Settlement Agreement and Termsheet, and Defendants not to object to Court Fees refund for the Plaintiffs

In light of this Settlement Agreement and Termsheet, the Plaintiffs will not press for damages and/or costs against the Defendants in the captioned Suit and the Defendants do not object to 100% refund of court fees to the Plaintiffs.

d. Breach of the Settlement Agreement will amount to contempt of court

The parties will be well within its/their rights to pursue all legal remedies available in law, including pursuing action for contempt of court, in case of any breach with the terms of Settlement or the Termsheet.

6. In pursuance to para 6(b) above, whereby the Defendants undertook to change the name of their firm from one of the three proposed options as stated above, the Defendants have already changed the name of their firm to “SINGH M & CO” on 13-Mar-2026.”



6. Accordingly, this suit is decreed in terms of the settlement between the parties. Defendants have changed their name to SINGH M & CO with effect from 13.03.2026 and undertake that they shall cooperate with the Plaintiffs to ensure that all infringing content is removed from third party platforms/websites/intermediaries. The undertaking is taken on record and needless to state, shall bind the Defendants.
7. Registry is directed to draw up the decree sheet.
8. Suit is disposed of along with the pending application.
9. Plaintiffs are held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.
10. Date of 29.04.2026 stands cancelled.

JYOTI SINGH, J

MARCH 25, 2026/RW