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

+ **CS(COMM) 215/2025**

GRASIM INDUSTRIES LIMITED & ANR.Plaintiffs

Through: Mr. Chirag Ahluwalia and Mr. Mohit Maru, Advocates.

versus

ARYANSON PAINTS PRIVATE LIMITEDDefendant

Through: Ms. Prium Verma, Advocate.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

ORDER

23.04.2026

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I.A. 11132/2026

1. This application is jointly filed on behalf of the Plaintiffs and the Defendant under Order XXIII Rule 3 read with Section 151 CPC for recording of settlement between parties.

2. This suit was instituted on behalf of the Plaintiffs *inter alia* seeking a decree of permanent injunction against the Defendant restraining the Defendant and all others acting on its behalf from manufacturing, offering from sale, selling, marketing, advertising, dealing and using in any manner whatsoever the impugned marks BIRLA WHILE CEMENT/BIRLA



WALLTECH and trade dress and/or any other mark which is



deceptively similar to Plaintiffs' BIRLA trademarks/trade dresses, amongst other reliefs.

3. During the pendency of the suit, parties have settled the disputes amicably and terms of settlement are incorporated in paragraph 5 of the application.

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. In light of settlement between the parties, the suit is decreed. Terms of settlement incorporated in the application are as follows:-

“5. That during the pendency of the present suit, the Plaintiffs and the Defendant have amicably arrived at a settlement under the terms and conditions provided hereinbelow:

i. The Defendant undertakes to refrain itself, its directors, partners, servants, agents, dealers, distributors and all persons acting for and on its behalf from engaging directly or indirectly in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with any goods and / or services whatsoever under the impugned mark 'BIRLA WHITE CEMENT'/ 'BIRLA WALL TECH' and/ or any other trademark/ label near identical and /or deceptively similar to any of the Plaintiffs' trademarks / labels including but not limited to the BIRLA / ULTRATECH / BIRLA WHITE / BIRLA formative trademarks of the



Plaintiffs (including but not limited to



known trademarks ADITYA BIRLA/ ADITYA BIRLA GROUP of the Plaintiffs) and / or any other trademark / label which consists of the word / mark 'BIRLA' and/ or 'GRASIM' and/ or 'ULTRATECH' and / or 'OPUS' and / or any other word/ mark deceptively similar thereto, as a part thereof in any manner whatsoever.



ii. The Defendant undertakes to refrain itself, its directors, partners, servants, agents, dealers, distributors and all persons acting for and on its behalf from engaging directly or indirectly in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with any goods and / or services whatsoever under the impugned trade dress / product packaging /



label and / or and / or any other trade dress / label / product packaging near identical and / or deceptively similar to any of the Plaintiffs' trade dress / label / product packaging including but not limited to the BIRLA / ULTRATECH / BIRLA WHITE / BIRLA formative trade dress / packaging / label of the



Plaintiffs (including but not limited to and / or



and / or) and/or any trade dress / label / product packaging which consists of the word / mark 'BIRLA' and / or 'GRASIM' and / or 'ULTRATECH' and / or



and / or any other word/ mark /label deceptively similar thereto, as a part thereof in any manner whatsoever.

iii. That the Defendant hereby recognizes the Plaintiffs' sole, exclusive and lawful proprietary rights and interests in the Plaintiffs' trademarks including but not limited to Plaintiffs' BIRLA, BIRLA



WHITE and BIRLA / BIRLA WHITE formative trademarks including but not limited to those listed in paragraphs 14 and 38 of the plaint, as well as the well-known trademarks ADITYA BIRLA/



ADITYA BIRLA GROUP of the Plaintiffs. The Defendant undertakes to not oppose/ challenge / obstruct either directly or indirectly the aforesaid proprietary rights and interests of the Plaintiffs in any manner whatsoever including but not limited to by way of filing any opposition, rectification, cancellation, etc., against any application and / or proceeding initiated and / or pursued by the Plaintiffs before the Trade Marks Registry and / or any other court, tribunal and / or forum, in relation to any of the Plaintiffs' trademarks, trade dress, labels, artistic works, packaging, including but not limited to Plaintiffs' BIRLA / BIRLA WHITE / ULTRATECH / BIRLA / BIRLA WHITE formative trademarks, trade dress, labels, artistic works, packaging, and / or any variation thereof.

iv. That the Defendant hereby recognizes the Plaintiffs' sole, exclusive and lawful proprietary rights and interests in the Plaintiffs' artistic



works including but not limited to and / or other trade dress / artistic works referenced under paragraph 52 of the plaint (and all other prior original artistic works of the Plaintiffs). The Defendant undertakes to not oppose / challenge / obstruct either directly or indirectly the aforesaid proprietary rights and interests of the Plaintiffs in any manner whatsoever including but not limited to by way of filing any cancellation, etc., against any application and / or proceeding initiated and/ or pursued by the Plaintiffs before any forum, tribunal, court, etc., in relation to Plaintiffs' trade dress / artistic works including but not limited to Plaintiffs' BIRLA and / or BIRLA WHITE and / or ULTRATECH and / or OPUS and / or BIRLA / BIRLA WHITE/ OPUS formative trade dress, labels, artistic works and / or any variation thereof.

v. The Defendant undertakes to refrain itself, its directors, partners, servants, agents, dealers, distributors and all persons / entities acting for and on its behalf from either directly or indirectly filing / pursuing



any trademark / copyright application anywhere in the world in respect of any goods or services whatsoever, seeking registration for a mark / label / trade dress / artistic work which consists of the word/mark 'BIRLA' and / or 'GRASIM' and / or 'ULTRATECH' and /or



ADITYA BIRLA GROUP



'OPUS' and / or and/or and / or



and / or any other word/mark/label deceptively similar thereto and/or consists of any trademarks of the Plaintiffs including but not but not limited to Plaintiffs' BIRLA / BIRLA WHITE formative trademarks and / or any other word / mark I label deceptively similar thereto, either exclusively and / or as part thereof.

vi. The Defendant undertakes to refrain itself, its directors, partners, servants, agents, dealers, distributors and all persons acting for and on its behalf from either directly or indirectly from using in any manner any trade name which consists of the word / mark 'BIRLA' and / or 'GRASIM' and/ or 'ULTRATECH' and/ or 'OPUS' and/ or any other word deceptively similar thereto, and / or and / or any other trade name which is near identical and / or deceptively similar to any of the Plaintiffs' trademarks including but not limited to Plaintiffs' trademarks BIRLA and / or ULTRATECH and / or BIRLA / BIRLA WHITE formative trademarks (including the well-known trademarks



ADITYA BIRLA/ ADITYA BIRLA GROUP).

vii. The Defendant undertakes to refrain itself, its directors, partners, servants, agents, dealers, distributors and all persons / entities acting for and on its behalf either directly or indirectly from using and/ or adopting any domain name / websites and / or from creating any online / social media channel/ account, which has the word / mark 'BIRLA' and / or 'GRASIM' and/ or 'ULTRATECH' and/ or 'OPUS' as a part thereof, and also from using / adopting in any manner whatsoever any of the Plaintiffs' trademarks including but not limited to Plaintiffs' BIRLA and / or ULTRATECH and I or OPUS and / or BIRLA / BIRLA WHITE formative trademarks (including the well-



ADITYA BIRLA GROUP

known trademarks ADITYA BIRLA/ and / or the word / mark 'BIRLA' and / or 'GRASIM' and / or 'ULTRATECH' and / or 'OPUS', and/ or any other word/ mark deceptively similar / near



identical thereto, in respect of any marketing, publicity, promotional materials, etc., published/ circulated online and / or in print media and / or otherwise in respect of any goods and/ or products and/ or services whatsoever.

viii. The Defendant further agrees and undertakes to remove / delete / take down / withdraw / destroy all of its existing print / online / social media / e-commerce content, posts, brochures, advertisements, promotional / publicity material, stationery, letterheads, visiting cards, banners, etc., which bear the impugned trademarks, trade dress, labels, trading name, etc. and/ or has any reference to any of the Plaintiffs' trademarks including but not limited to Plaintiffs' BIRLA and / or ULTRATECH and / or OPUS and / or BIRLA / BIRLA WHITE formative trademarks (including the well-known trademarks



ADITYA BIRLA/ ADITYA BIRLA GROUP and / or the word / mark 'BIRLA' and / or 'GRASIM' and / or 'ULTRATECH' and / or 'OPUS' and / or any other word / mark deceptively similar thereto, within a period of one week from the date of execution of this Application. The Defendant further agrees and undertakes to remove / delete / take down / alter all its online / social media/ e-commerce / e-mail accounts which bears the impugned trademarks, and / or has any reference to any of the Plaintiffs' trademarks including but not limited to Plaintiffs' BIRLA / BIRLA WHITE formative trademarks and / or to the word / mark BIRLA' and / or 'GRASIM' and / or 'ULTRATECH' and / or 'OPUS' and/ or any other word / mark deceptively similar thereto, as its user name / id, listings, posts, or otherwise, within a period of one week from the date of execution of this Application. The Defendant also agrees and undertakes that all of its online / social media / e-commerce / e-mail accounts and / or the content, posts, brochures, advertisements, promotional / publicity material, etc. published / circulated / advertised whether online or in print, for any goods and / or products and / or services whatsoever, shall henceforth be created and / or uploaded and / or used and / or published and / or circulated, etc., by the Defendant and/ or any person acting (either directly or indirectly) on its behalf, strictly in compliance with the terms and conditions of the present Application.

ix. That the Defendant further agrees to a decree being passed by this Hon'ble Court in favour of the Plaintiffs and against the Defendant in terms of Para 81 (a), (b), (c) and (d) of the plaint, the contents of which are reproduced hereunder:

"81. It is therefore most respectfully prayed that in view of the facts and circumstances of the present case and in the interest of justice, the Plaintiffs most respectfully pray that this Hon'ble Court may be



pleased to:

(a) pass a decree of permanent injunction against the Defendant and in favour of the Plaintiff No. 1 restraining the Defendant, its directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on its behalf, as the case may be, from (either directly or indirectly) engaging in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with the goods under the impugned marks BIRLA WHITE CEMENT /



BIRLA WALLTECH / trade dress and / or under any other trademark / trade dress / trade name which incorporates the mark BIRLA as a part thereof and / or any other identical / deceptively similar label / product



packaging/trade dress of the Plaintiff No. 1 including the trademark BIRLA WHITE and / or other BIRLA formative trademarks as listed in preceding plaintiff paragraph nos. 14 and 38 amounting to infringement of the Plaintiff No. 1's aforementioned BIRLA / BIRLA WHITE registered Trademarks.

(b) pass a decree of permanent injunction against the Defendant and in favour of the Plaintiff No. 2 restraining the Defendant, its directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on its behalf, as the case may be, from (either directly or indirectly) engaging in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with the goods under the impugned marks BIRLA WHITE CEMENT / BIRLA WALLTECH and / or under any other trademark / trade dress / trade name which incorporates the mark BIRLA as a part thereof and / or any other trademark / label / product packaging



identical with and /or deceptively similar to any of the Plaintiff No. 2's trademarks (including the well-known marks ADITYA



BIRLA / ADITYA BIRLA GROUP) as well as all other registered marks contained in para 14 of the plaint amounting to infringement of the Plaintiff No. 2's trademarks;

(c) pass a decree of permanent injunction against the Defendant and in favour of the Plaintiff No. 1 restraining the Defendant, its directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on its behalf, as the case may be, from (either directly or indirectly) engaging in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with the goods under the impugned marks BIRLA WHITE CEMENT / BIRLA WALLTECH / infringing artistic trade dress



and / or under any other trade dress which is identical / deceptively similar to the Plaintiff No. 1's trade dress



or any other trade dress amounting to infringement of the copyright of the original artistic works of the Plaintiff No. 1 referenced under paragraph 52 of the Plaint (and all other prior original artistic works belonging to the Plaintiff No. 1).

(d) pass a decree of permanent injunction against the Defendant and in favour of the Plaintiffs restraining the Defendant, its directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on its behalf, as



the case may be, from (either directly or indirectly) engaging in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with the goods under the impugned marks BIRLA WHITE CEMENT /



BIRLA WALLTECH / trade dress and / or under any other trademark / trade dress / trade name which incorporates the mark BIRLA as a part thereof or any other trademark / trade dress which is identical / deceptively similar



to the trademark / trade dress of the Plaintiffs amounting to passing off."

x. That the Defendant further undertakes to refrain itself, its directors, partners, servants, agents, dealers, distributors and all persons acting for and on its behalf from either directly or indirectly misrepresenting to be connected / related / associated / affiliated with the Plaintiffs in any manner whatsoever.

*xi. That the Defendant has paid a sum of Rs. 2,25,000/- (Rupees Two Lacs and Twenty Five Thousand only) to the Plaintiffs towards costs and legal expenses. In this regard, the Defendant has issued a demand draft dated 21.01.2026 bearing no. 259724 drawn on State Bank of India, in favour of the Plaintiff No. 2, Aditya Birla Management Corporation Private Limited. The true copy of the aforementioned demand draft is being filed along with the present Application and is marked as **DOCUMENT- 1**.*

xii. That in light of the aforementioned declarations and undertakings provided by the Defendant, the Plaintiffs agree to give up / waive their claims in respect of damages, delivery up and costs against the Defendant as provided in Para 81 (e), (f) and (g) of the plaint.

xiii. That the Plaintiffs and the Defendant further agree and undertake to jointly request the Hon'ble High Court of Delhi to direct the



Defendant to destroy within a period of one month, all the impugned goods / products, banners, catalogues, brochures, advertising material, cartons, labels, wrappers, packaging material, articles, dies and all other things bearing and / or containing reference in any manner whatsoever to the impugned marks BIRLA WHITE CEMENT / BIRLA WALL TECH/ trade dress



and / or

and / or any other

trademark / trading name / trade dress identical with and / or similar and / or deceptively similar to any of the Plaintiffs' trademarks, trade dress, labels, etc., including but not limited to Plaintiffs' BIRLA and / or ULTRA TECH and / or BIRLA / BIRLA WHITE formative trademarks, trade dress, labels, etc., (including the well-known



trademarks ADITYA BIRLA/

ADITYA BIRLA GROUP

and / or

and / or



and / or



and / or



and /

or has the word / mark 'BIRLA' and / or 'GRASIM' and/ or 'ULTRATECH' and/ or 'OPUS' and / or any other word / mark deceptively similar thereto, as a part thereof), whether seized by the Local Commissioner and returned to the Defendant on superdari and / or otherwise available directly or indirectly with the Defendant, its directors, partners, servants, agents, dealers, distributors, etc.

Provided however, that in respect of underlying commodity contained in the impugned packaging / trade dress, which by itself does not bear



and / or display any impugned marks and / or trade dress and /or trading name and / or otherwise do not breach any terms and / or conditions of the present Agreement, the Defendant shall, at its own cost, within a period of one week from the date the aforementioned direction is passed by the Hon'ble Court, remove such commodity from the impugned packaging / trade dress and transfer the same into packaging / trade dress bearing trademark(s) and trading name, all of which strictly conform with the terms and conditions of the present Agreement, whereupon the commodity so transferred may be sold / offered for sale by the Defendant strictly in conformity with the terms and conditions of the present Agreement.

xiv. Furthermore, the Defendant agrees and undertakes to promptly inform the Plaintiffs in writing via email to the Counsel for the Plaintiffs, immediately upon completion of aforementioned destruction of the impugned packaging, trade dress, banners, etc., and the transfer of the underlying commodity (not bearing and / or displaying any impugned marks and/ or trade dress and /or trading name and/ or otherwise not in breach of any terms and / or conditions of the present Agreement) into a packaging bearing a trade dress, trademark, label, trade name, etc., all of which conform to the terms and conditions of this Agreement.

6. Registry is directed to draw up the decree sheet. The aforesaid terms of settlement shall form a part of the decree and bind the parties thereto.
7. Suit stands disposed of along with pending application.
8. Plaintiffs are held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.
9. Date of 05.05.2026 stands cancelled.

JYOTI SINGH, J

APRIL 23, 2026/RW