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

+ **CS(COMM) 675/2025**

RELIANCE INDUSTRIES LIMITEDPlaintiff

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

versus

PAWAN KUMAR GUPTA & ORS.Defendants

Through: Mr. Abhirath A. Parashar, Advocate for D-16.

Ms. Priya Goyal and Ms. Aakriti Gupta, Advocates for D-22.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

04.05.2026

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I.A. 12268/2026 (u/O XXIII Rule 3of CPC)

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, filed jointly by the plaintiff and defendant no.16.

2. Learned counsel for the parties state that the plaintiff as also defendant no.16 has been able to resolve their *inter-se* disputes amicably. The terms of the settlement have been arrived at and recorded in writing in para 6 of the application, the same are extracted hereunder:

“6. That during the pendency of the present suit, the Plaintiff and Defendant No. 16 have amicably arrived at a settlement under the terms and conditions provided hereinbelow:

i. The Defendant No. 16 undertakes to refrain himself, his partners, servants, agents, dealers, distributors and all persons acting for and on his behalf from engaging directly or indirectly in manufacturing and / or offering for sale and / or selling and / or marketing / advertising and / or adopting and / or using and / or dealing in any manner with any goods and / or services under the impugned mark JIOO ORGANICS and / or under any other trademark near identical and / or deceptively similar to any of the Plaintiff's trademarks including but not limited to its registered and



well-known trademarks *RELIANCE* and / or *JIO* and / or any other *RELIANCE / JIO* Formative Trademarks of the Plaintiff as listed in paragraphs 13 and 38 of the plaint, and / or under any other trademark which consists of the word / mark 'RELIANCE' and / or 'JIO' and / or



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

ii. The Defendant No.16 undertakes to refrain himself, his partners, servants, agents, dealers, distributors and all persons acting for and on his behalf from engaging directly or indirectly in manufacturing and / or offering for sale and / or selling and / or marketing / advertising and / or adopting and / or using and / or dealing in any manner with any goods and / or services under any product packaging and / or trade dress which incorporates the Plaintiff's trademarks including but not limited to *RELIANCE* and / or *JIO* and / or any other *RELIANCE / JIO* Formative Trademarks of the Plaintiff as listed in paragraphs 13 and 38 of the plaint and / or any other trademark(s) deceptively similar / near identical thereto, as part thereof and / or which product packaging / trade dress bears any labels / artistic works near identical / deceptively similar to the Plaintiff's labels / artistic works / trademarks including but not limited to



and / or under any label / trade dress / packaging / artistic work which consists of the word / mark *RELIANCE* and



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

iii. The Defendant No. 16 hereby recognizes the Plaintiff's sole, exclusive

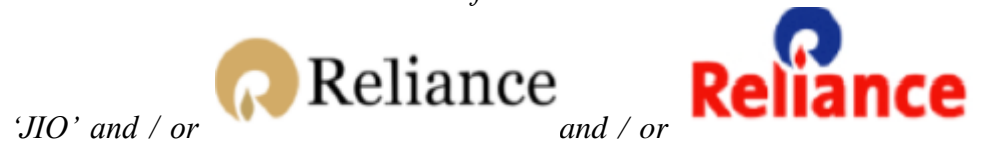


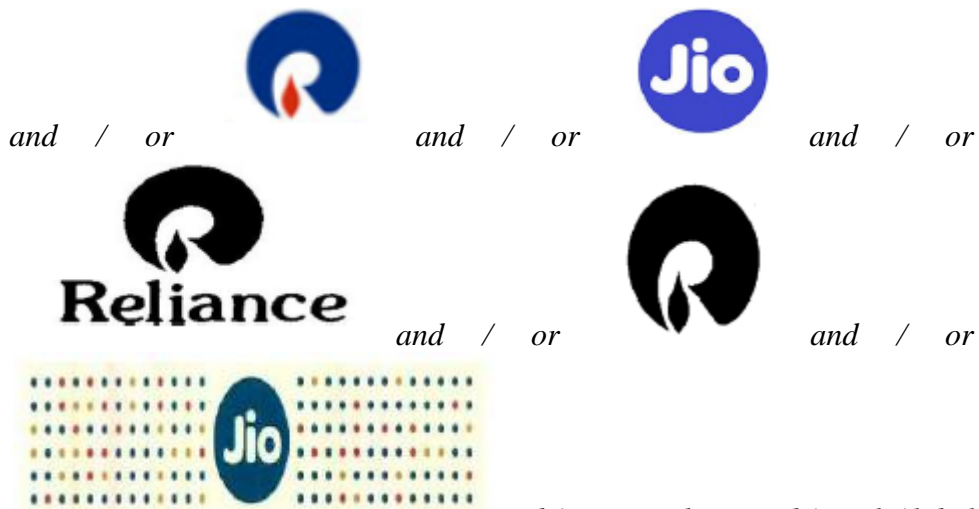
and lawful proprietary rights, titles and interests in the Plaintiff's trademarks including but not limited to Plaintiff's registered and well-known trademarks RELIANCE, JIO, and other RELIANCE and JIO Formative Trademarks including those listed in the paragraphs 13 and 38 of the plaint. The Defendant further recognizes the Plaintiff's sole, exclusive and lawful proprietary rights and interests in the Plaintiff's artistic works



and / or any other original artistic works referenced under paragraph 49 of the plaint. The Defendant No. 16 undertakes to not oppose / challenge / obstruct either directly or indirectly the aforesaid proprietary rights and interests of the Plaintiff in any manner whatsoever including but not limited to by way of filing any opposition, rectification, etc., against any application and / or proceeding initiated or pursued by the Plaintiff before the Trade Marks Registry and / or any other court and / or tribunal and / or forum, in relation to Plaintiff's trademarks, trade dress, labels, artistic works, packaging, including but not limited to Plaintiff's RELIANCE and / or JIO and / or RELIANCE / JIO Formative Trademarks, trade dress, labels, artistic works, packaging and / or any variation thereof.

iv. The Defendant No. 16 undertakes to refrain himself, his partners, servants, agents, dealers, distributors and all persons / entities acting for and on his 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 'RELIANCE' and / or





and / or and / or and / or
 and / or and / or
 and / or any other word / mark / label
 deceptively similar thereto and / or any other word / mark deceptively
 similar to Plaintiff's trademarks including but not limited RELIANCE / JIO
 Formative Trademarks of the Plaintiff as listed in paragraphs 13 and 38 of
 the plaint, either exclusively and / or as part thereof.

v. The Defendant No. 16 undertakes to refrain himself, his partners, servants, agents, dealers, distributors and all persons acting for and on his behalf from either directly or indirectly from using in any manner the impugned trade name 'Jioo Organics' and / or any other trade name which is near identical and / or deceptively similar to any of the Plaintiff's trademarks including but not limited to RELIANCE / JIO Formative Trademarks of the Plaintiff as listed in paragraphs 13 and 38 of the plaint and / or under any other trade name which consists of the word / mark 'RELIANCE' and / or 'JIO' and / or any other word deceptively similar thereto, as a part thereof in any manner whatsoever.

vi. The Defendant No. 16 undertakes to file appropriate applications / forms and complete all formalities before the concerned authorities including but not limited to GST department, Trade Marks Registry, etc., within a period of three weeks from the date of execution of the present Application for change of his trading name from 'Jioo Organics' to any other name which is conformity with the terms of the present Application. Defendant No. 16 agrees and undertakes to promptly inform the Plaintiff in writing, along with documentary proof, immediately upon filing of the aforementioned applications / forms, but no later than one week from the date of such filing.

vii. The Defendant No. 16 undertakes to refrain himself, his partners, servants, agents, dealers, distributors and all persons / entities acting for and on his behalf either directly or indirectly from using in any manner whatsoever the impugned domain name i.e. 'www.jiooorganics.com' and / or from adopting / using any other domain name / websites and / or from creating any online / social media channel / account, which has the word /



mark RELIANCE and / or JIO as a part thereof, and also from using / adopting in any manner whatsoever any of the Plaintiff's trademarks including but not limited to Plaintiff's RELIANCE / JIO Formative Trademarks and / or any word / mark deceptively similar / near identical thereto, in respect of any marketing / publicity / promotional materials published / circulated online and / or in print media or otherwise in respect of any goods and / or products and / or services whatsoever.

viii. The Defendant No.16 undertakes to file appropriate applications / forms before the concerned domain name Registrars of his impugned domain names registrations which he has directly and / or indirectly obtained / secured including but not limited to 'www.jioorganics.com' and / or any other domain names which contains the word / mark RELIANCE and / or JIO as a part thereof and / or any other word / term deceptively similar / near identical thereto and / or any other word / term deceptively similar / near identical to any of the Plaintiff's trademarks including but not limited to Plaintiff's RELIANCE / JIO Formative Trademarks, within a period of one week from the date of execution of the present Application, for transfer of ownership of the said domain names in the name of Plaintiff. Defendant No. 16 agrees and undertakes to promptly inform the Plaintiff in writing, along with documentary proof, immediately upon filing the aforementioned applications /forms, but no later than one week from the date of such filing. Defendant No. 16 further agrees and undertakes to carry out all such other acts, compliances, etc., necessary / required for the complete and effective transfer of the ownership of the said domain names in the name of Plaintiff.

ix. The Defendant No. 16 further agrees and undertakes to remove / delete / take down / withdraw from circulation / destroy all of his existing print / online / social media / e-commerce content, listings, posts, brochures, advertisements, promotional / publicity material, stationery, letterheads, visiting cards, banners, advertising material, cartons, labels, wrappers, packaging material, articles, dies, etc., which bear the impugned trademarks, trade dress, labels, trading name 'Jio Organics' and / or any of the Plaintiff's trademarks including but not limited to Plaintiff's RELIANCE / JIO Formative Trademarks and / or the word / mark RELIANCE and / or JIO 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 No. 16 further agrees and undertakes to remove / delete / take down / alter all his online / social media / e-commerce / e-mail accounts which bear the impugned trademark, trading name, etc., and / or has any reference to the word / mark 'RELIANCE' and / or 'JIO' and / or any other word / mark deceptively similar to any of the Plaintiff's trademarks, 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 No. 16 also agrees and undertakes that all of his 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 No. 16 strictly in compliance with the terms and conditions of the present Application.

x. That Defendant No. 16 further agrees to a decree being passed by the Hon'ble Court in favour of the Plaintiff and against him in terms of paragraph 88 (a), (b), and (c) of the plaint, the contents of which are reproduced hereunder:

“88. 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 Plaintiff most respectfully prays that this Hon'ble Court may be pleased to:

(a) pass a decree of permanent injunction against the Defendant Nos. 1 to 21 and in favour of the Plaintiff, restraining the Defendant Nos. 1 to 21, their directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on their behalf (directly or indirectly) engaging in manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with respect to any product and service including the suit products under the Plaintiff's aforementioned RELIANCE and JIO Formative Trademarks and / or under any other identical / deceptively similar trademark which incorporates the mark RELIANCE and JIO as part thereof including the Plaintiff's RELIANCE and JIO Formative Trademarks as listed in paragraph nos. 13 and 38 amounting to infringement of the Plaintiff's aforementioned registered RELIANCE and JIO Formative Trademarks.

(b) pass a decree of permanent injunction against the Defendant Nos. 1 to 21 and in favour of the Plaintiff restraining the Defendant Nos. 1 to 21, their directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on their 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



impugned artistic packaging /



and / or under any other packaging which is identical / deceptively similar to the Plaintiff's artistic works in /





or any other artistic work amounting to infringement of the copyright of the original artistic works of the Plaintiff referenced under paragraph no. 49 of the Plaint (and all other prior original artistic works belonging to the Plaintiff);

(c) pass a decree of permanent injunction against the Defendant Nos. 1 to 21 and in favour of the Plaintiff restraining the Defendant Nos. 1 to 21, their directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on their 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 Plaintiff's registered and well-known trademarks RELIANCE and JIO and / or under any other trademark, trading name, trading style, domain name, keywords, metatags, etc. which incorporates the mark RELIANCE and JIO as part thereof in respect of any product or service including the suit products so as to pass off and / or enable others to pass off the Defendant Nos. 1 to 21 business / goods as and for the Plaintiff's business / goods;”

xi. That Defendant No. 16 further undertakes to refrain himself, his partners, servants, agents, dealers, distributors and all persons acting for and on his behalf from either directly or indirectly misrepresenting to be connected / related / associated / affiliated with the Plaintiff in any manner whatsoever.

xii. That the Defendant No. 16 has further paid a sum of Rs. 51,000/- (Rupees Fifty One Thousand only) vide a demand draft dated 27.11.2025 drawn on Axis Bank in favour of Wildlife SOS as a donation to absolve his wrongdoing. A true copy of the said demand draft is being filed along with the present Application and is marked as DOCUMENT-1.

xiii. That in light of the aforementioned declarations and undertakings provided by the Defendant No. 16, the Plaintiff agrees to give up / waive its claims in respect of damages and costs against the Defendant No. 16 as provided in Para 88 (f) and (g) of the plaint.

xiv. That the Plaintiff and the Defendant No. 16 further agree and undertake to jointly request the Hon'ble High Court of Delhi to direct the Defendant



No. 16 to destroy 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 trading name 'Jio Organics' and / or to any other trademark / trading name / trade dress identical with and / or similar and / or deceptively similar to any of the Plaintiff's trademarks, trade dress, labels, etc., including but not limited to Plaintiff's RELIANCE / JIO Formative Trademarks and / or has the word / mark 'RELIANCE' and / or 'JIO' as a part thereof, which are available directly or indirectly with the Defendant No. 16, his partners, servants, agents, dealers, distributors, etc., within a period of two weeks.

xv. The Defendant No. 16 further undertakes to file a compliance affidavit before the Hon'ble Court within a period of one week from the date of completion of aforementioned destruction of impugned packaging, trade dress, banners, etc.

xvi. The Plaintiff and the Defendant No. 16 agree and undertake to jointly request the Hon'ble Court to pass a decree in favour of the Plaintiff and against the Defendant No. 16 in terms of the present Application."

3. It may be relevant to extract para 7 of the said application, which is reproduced hereunder:

"7. That the present Application has been signed and executed by the Authorized Signatory of the Plaintiff company and the Defendant No. 16, who acknowledge and agree that they have executed the present Application voluntarily and of their own free will without any form of coercion, force, or duress, and that the contents of the present Application have also been read over and explained to them in vernacular."

4. As per sub para (xiv) of para 6, the infringing 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 trading name 'Jio Organics' and / or to any other trademark / trading name/ trade dress identical with and / or similar and / or deceptively similar to any of the Plaintiff's trademarks, trade dress, labels, etc., including but not limited to Plaintiff's RELIANCE / JIO Formative Trademarks and / or has the word /



mark 'RELIANCE' and / or 'JIO' as a part thereof, which are available directly or indirectly with the Defendant No. 16, his partners, servants, agents, dealers, distributors, etc., have to be destroyed by it within a period of two weeks from the date of passing of this order recording the settlement.

5. As per para (xvi) of para 6 of the application, the defendant no.16 is required to file a compliance affidavit within a period of one week from the date of completion of the destruction.

6. The defendant no.16 shall file an affidavit of compliance within one week of the compliance of the directions in the settlement terms in para (xiv) of para 6 of the application.

7. The parties shall remain bound by the terms of the settlement.

8. This Court has perused the terms of settlement and finds them lawful. The said terms are well within the contours of Order XXIII Rule 3 of CPC, 1908. There is no impediment in case this Court decrees this Suit in terms thereof.

9. Let a decree sheet be drawn up *qua* defendant no.16 accordingly in terms of para 6 of the application. The suit is decreed and disposed of in the above terms *qua* defendant no.16.

10. The application stands disposed of.

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11. List before the Joint Registrar (Judl.) on the date already fixed i.e. 14.09.2026.

12. List before the Court on the date already fixed i.e. 24.09.2026.

TUSHAR RAO GEDELA, J

MAY 4, 2026

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