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

+ CS(COMM) 1035/2016

M/S K.W. ENTERPRISESPlaintiff

Through: Mr. Amit Jain with Mr. Ashok Kumar
Shukla, Advocates.

versus

M/S KARAM INDUSTRIAL WORKSDefendant

Through: Mr. Fanish Kumar Rai with Mr.
Himanshu Mahajan, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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02.07.2026

I.A. 13456/2026

By way of the present joint application filed under Order XXIII Rule 3 read with section 151 of the Code of Civil Procedure 1908, the parties seek a decree in terms of a settlement arrived by them as set-out in para 6 of the application.

2. The parties also seek disposal of C.O.(COMM.IPD-CR) No. 734/2022 in light of the terms contained in para 6(e), whereby the defendant has given its 'no-objection' to the plaintiff's cancellation petition being allowed and the Copyright Registration No. A-52993/1995 with the Registrar of Copyrights in favour of defendant No.1 being expunged.
3. Para 6 of the present application containing the terms of settlement between the parties reads as follows :



6. That the parties have mutually agreed to settle the matter as per following terms and conditions:
- The Defendants admit the Plaintiffs to be the sole and exclusive owner and proprietor of the trade mark K.W. for all the goods included in class 12.
 - The Defendants admit the Plaintiffs to be the first and prior adopter and user of the trade mark K.W. for all the goods included in class 12.
 - The Defendants admit the trade mark registration under No. 566546 in class 12 in favour of the Plaintiff No.1 to be valid and subsisting. The Defendants undertakes not to file any

rectification against the said trade mark registration of the Plaintiff No.1. The Defendants also admit the Plaintiff No.1 to be the exclusive owner and proprietor of the aforesaid trade mark registration.

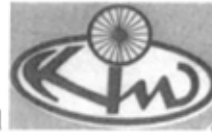
- That the Defendants admit the Plaintiff No.1 to be the owner and the register proprietor of the Copyright Registrations No. A- 57320/99, A-57403/99 and A-66883/2004 and undertakes not to file any copyright rectification against the said registrations of the Plaintiff No.1.
- That the Defendants undertakes to give up the trademark



K.I.W and the trademark (label) as the same is identical and deceptively similar to the trade mark



K.W and the trade mark label of the Plaintiff No. 1. The Defendants in view of the same agrees to give up its copyright registration A-52993/1995 with



respect to the artistic work in its label and further undertakes not to oppose the cancellation petition being No. CO (COMM. IPD-CR) 734/2022

pending before the Hon`ble High Court of Delhi filed by Plaintiff No.1 for cancellation of the aforesaid copyright registration of the Defendant No.1. The Defendant shall have no objection if the aforesaid cancellation petition is allowed and the copyright registration A-52993/1995 in favour of the Defendant No.1 is expunged.

- f. That the Defendants further undertake that the Defendants shall not file or pursue any Opposition to any application of the Plaintiffs for the registration of any trade mark/ trade mark label bearing the trade mark K.W of the Plaintiffs.
- g. That the Defendants also undertakes that the Defendants do not have in its possession any material including labels, dies strips, cartons, stationery, literature or any other printed matter bearing the trade mark K.I.W and / or any other similar deceptively similar trade mark as that of the Plaintiffs.



- h. That in light of the aforementioned undertakings, the Plaintiffs agree not to pursue their claims for delivery up, damages and costs against the Defendants and forgoes the prayers as claimed in paragraphs 29 (e) and 29 (f) of the Plaint. The Defendants on the other hand agrees to suffer a decree in terms of paragraphs 29 (a), 29 (b) and 29 (c) of the prayer clause of the plaint.
- i. That the present settlement has been arrived between the parties after duly understanding the contents of the present application willingly and without any undue influence, force, coercion etc.

4. The application is supported by affidavits of both parties.
5. Learned counsel for the parties are present in court and jointly pray that the CS (COMM) No. 1035/2016 as well as C.O.(COMM.IPD-CR) No. 734/2022 be disposed-of in terms of the settlement.
6. The court has perused the terms of settlement as contained in para 6 of the application and is satisfied that the parties have resolved their *inter-se* disputes by lawful agreement and there is no impediment to the suit being decreed in terms of the settlement.
7. Accordingly, the present suit is decreed in terms of the settlement contained in para 6 of the application.
8. Let decree sheet be drawn up by the Registry in the above terms and the terms of the settlement, as contained in para 6, be appended to the decree.



9. Suit stands disposed-of in the above terms.
10. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

JULY 2, 2026/ds