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

\# **CNR No. DLHC010131972026**

\+ CS(COMM) 346/2026

DEVANS MODERN BREWERIES LIMITED .....Plaintiff

Through: Mr. Afzal Badar Khan, Ms. Manya Jain and Mr. Amit Ranjan, Advs.

versus

CARTEL BROS PRIVATE LIMITED & ANR. .....Defendants

Through: Mr. Gaurav Bahl, Adv. for D-1.
Mr. Prateek Goyal, Adv. for D-2.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

O R D E R

% 06.11.2026

I.A. 31103/2026 (JOINT APPLICATION OF PLAINTIFF & DEF U/O-23, R-3 TO DISPOSE PRESENT SUIT IN TERMS OF SETTLEMENT SET OUT IN PARA-5 OF THIS APPLICATION)

1. It is submitted by the parties that the matter stood settled in terms of para. 5 of the present application. The same is extracted as under:

> *"a. The Defendant No. 1 acknowledges rights ofthe Plaintiff in the trade mark GODFATHER, statutory and common law rights, as well as the validity of the trade mark registrations of the Plaintiffs trade mark GODFATHER under class 32 and 33;*
> *b. The Defendant No. 1, for itself s and for all persons and entities legally and officially claiming through or under them, undertake that they shall not, at any time hereafter, directly or indirectly, challenge the validity of the Plaintiff's trade mark registrations for the trade mark GODFATHER under class 32 and 33;*
> *c. The Defendant No. 1 agrees and consents to be bound by only to a decree of permanent injunction being passed against Defendant No. 1 in*

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terms herein below:

> *(a) A decree of permanent injunction restraining the Defendant No. 1, by itself as also through its directors, distributors, franchisees (if any), licensees (if any) and all others (officially and legally) acting for and on its behalf, from manufacturing, bottling, marketing, selling, offering for sale, advertising, exporting, directly or indirectly dealing in whisky or any other alcoholic beverages under the trade mark GODFATHER or any other mark, label, carton, packaging, trade dress or representation wherein the expression GODFATHER forms a prominent, essential or leading feature, or any other composite mark, and from otherwise using the trade mark GODFATHER or any other mark deceptively similar to the Plaintiff's trade marks so as to constitute infringement of the Plaintiff's registered trade marks;*
>
> *(b)A decree of permanent injunction restraining the Defendant No. 1, by itself as also through its directors, distributors, franchisees (if any), licensees(if any) and all others acting (officially and legally) for and on its behalf, from doing any acts amounting to or likely to amount to passing off its business and/or whisky or other alcoholic beverages as and for, or as being affiliated with, sponsored by, or originating from, the Plaintiff, including by using the trade mark GODFATHER (whether as "THE GODFATHER", "THE GLENWALK GODFATHER", "THE GLENWALK X THE GODFATHER" or in any other manner whatsoever) or any other mark, label, carton, packaging, trade dress or representation deceptively similar and/or identical to the Plaintiff's trade mark GODFATHER;*

d. The Defendant No.1 further undertakes to unconditionally withdraw, the Rectification Petitions (as tabulated in Paragraph 3(a) above) filed against the said registrations of the Plaintiff in Class 33, by filing the appropriate application/ communication within fourteen (14) days from the date of the order passed on the present Settlement Application.

e. The Defendant No. 1 undertakes to unconditionally withdraw, the Impugned Applications (as tabulated in Paragraph 3(b) above) pending before the Trade Marks Registry within fourteen (14) days from the date of the order passed in the present Settlement Application.

f. The Defendant No. 1 further undertakes to unconditionally withdraw, , the Foreign Application [as tabulated in Paragraph 3(c) above] filed before the United Kingdom Intellectual Property Office within fourteen (14) days from the date of the order passed on the present Settlement Application and the Defendant No.1 further undertakes and confirms that no similar trade mark application has been filed in any other foreign

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jurisdiction;

g. The Defendant No. 1 confirms that it has complied with the directions contained in the Interim Order in respect of the take-down of all listings, advertisements, posts and other content bearing the Plaintiffs trade mark GODFATHER, and undertake that no such content shall be re-published or re-uploaded, either on its own or through its directors, employees, , on any website, e-commerce platform, mobile application, social media platform or other online or digital media which is under Defendant No. I's control.

h. The Defendant No. 1 further undertakes not to apply for registration of the trade mark GODFATHER or any other mark, label, carton, packaging, trade dress or representation wherein the expression GODFATHER forms a prominent, essential or leading feature, or any other composite mark that is deceptively similar to the Plaintiff's trade mark GODFATHER in India or elsewhere.

i. That the Parties acknowledge that the present Settlement Application is in full and final settlement of all claims, demands, disputes and differences between the Parties in respect of the subject matter of the present suit, and no party shall have any further claim against the other in respect thereof.
j. The Plaintiff agrees and acknowledges that pursuant to the above paragraph 5(a) to 5(i), the Plaintiff waives all the claims as made in the Suit or in the interim applications and no further claims arising out of the present suit remain including any Monetary claims against the Defendant No. 1 in this Suit.
k. Since the suit stands settled between the Parties, the Parties agree that the Plaintiff may seek a refund of the court fee paid on the plaint in accordance with Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908 (CPC)."

2. Order XXIII, Rule 3 authorises the Court to pass a decree on a compromise wherein the parties to the dispute have made an arrangement to settle the dispute. It has been comprehensively stated in the provision that the settlement arrived at should meet the essentials laid down therein, namely, (i) the compromise is lawful (ii) it is reduced in writing (iii) it is duly signed by the parties arriving at the compromise.

3. The settlement has been agreed upon without fear or coercion and the

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parties appear to have entered into the settlement agreement on their own volition.

4. The Court is satisfied that the settlement has been arrived at between the parties following due procedure and meeting the essentials specified Order XXIII, Rule 3. Therefore, the parties shall be bound by the aforesaid terms.

5. In view of the aforesaid, the civil suit stands decreed in terms of para. 5 of the present application.

6. The Registry is directed to draw-up a decree sheet.

CS(COMM) 346/2026

7. In view of the order passed in I.A. 31103/2026, the civil suit along with the pending applications stands disposed of.

8. 50% of the Court fee shall be refunded to the plaintiff.

9. The date fixed, i.e. 08.12.2026, before the Joint Registrar, stands cancelled.

PURUSHAINDRA KUMAR KAURAV, J

NOVEMBER 6, 2026/P

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