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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12-11-2026

Case QR

CORAM

THE HON'BLE MR.JUSTICE P.B. BALAJI

C.S(COMM DIV) No. 182 of 2026
and O.A.Nos.645 to 647 of 2026
and A.Nos.2728 & 3036 to 3038 of 2026

CNR: {HCMA011467792026}

Coromandel International Limited
Through its Power Agent,
Shri. Sahadev Katam - Senior General Manager
Legal (IPR),
Having Corporate office at
Olympia Terraces, 15B(SP),
SIDCO Industrial Estate, Guindy,
Chennai 600 032, Tamil Nadu,
Also at
Coromandel House, 1-2-10 Sardar Patel Road,
Secunderabad 500 003, Telangana.

.. Plaintiff

Vs

R.C. Fertilisers Private Limited
181, A-2 Maker Tower E
Cuffe Parade, Mumbai-400005, India
Also at
179/2 and 3, Village Lakhamapur
Taluka Dindori, Dist Nashik-422202, Mahrashtra,
India.

.. Defendant

Prayer: Plaint is filed under Order VII Rule 1 of the CPC, 1908 Read With Order IV Rule 1 of the Madras High Court Original Side Rules, Section 2(1)(c)(XVII) Read With Section 7 of the Commercial Courts Act, 2015 and Sections

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27, 28, 29, 134 & 135 of the Trade Marks Act, 1999, praying to grant a judgment and decree on the following terms:-

(i) A permanent injunction restraining the Defendant, his partners, employees, officers, servants, agents, and all others acting for and on their behalf, from manufacturing, selling, distributing, exporting, advertising, offering for sale any products, maintaining and/or operating websites, domain names, social media platforms, email addresses, mobile applications, trade/corporate names, and in any other manner, directly or indirectly, online or offline, dealing with any goods or services in the name of GODAVARI/



such use being identical to and/or deceptively similar to the Plaintiff's registered trademark 'GODAVARI' and its formative marks bearing Registration Nos. 17063048, 1046586, 1046590, 1046589, 1046588, 1457566, 2833960, 2169036, 2306609, 3378330, 1503996, 1611658, 3610907, 1862244, 1619873, 5010540, 5010541, 5929597, 4864519, and 6445816 in Class 1, amounting to infringement of the Plaintiff's registered trademarks in any manner whatsoever.

ii. A permanent injunction restraining the Defendant, his partners, employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, websites, domain names, social media platforms, email addresses, mobile applications, trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services in the name of GODAVARI/

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or any other mark which is identical / similar to the Plaintiff's trademarks GODAVARI or its formatives and passing off the goods / services of the Defendant as and for those of the Plaintiff in any manner whatsoever.

iii. A permanent injunction restraining the Defendant, his partners, directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributors, stockists, representatives, licensees and anyone acting for or on their behalf directly or indirectly, as the case may be from performing any actions, especially using the trademark GODAVARI/

or any mark which is deceptively similar and or identical to the Plaintiff's trademark GODAVARI and its formatives amounting to unfair competition, dilution of the goodwill and reputation of the Plaintiff's trademark or doing any other thing which will lead to dilution of Plaintiff's Intellectual Properties.

iv. The Defendant be ordered to pay the Plaintiff a sum of INR 50,00,000/- (Rupees Fifty Lakhs Only) as damages for having committed infringement of the Plaintiff's registered trademark and passing off in respect of the Plaintiff's trademark GODAVARI and its formative marks.

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v. A preliminary decree be passed in favour of the Plaintiff directing the Defendants to render true and proper accounts of the profits arising out of the amount of sales generated by the defendant in respect of their alleged activities bearing the trademark GODAVARI/



or any mark which is deceptively similar and or identical to the Plaintiff's trademarks under 'GODAVARI' in any manner whatsoever.

vi. Costs of such other relief as this Hon'ble Court may deem fit, in the circumstances of the case, in the interests of justice and equity.

For Plaintiff: Mr. M.S. Bharath

For Defendant: Mr. Ramesh Ganapathy

JUDGMENT

Pending the above suit, the parties have reached an amicable settlement, terms of which have been reduced to writing in and by the settlement agreement dated 07.09.2026, which has been signed by the plaintiff and the defendant. A memo filed by the respective counsel representing the plaintiff and the defendant enclosing the original settlement agreement is also filed for approval. The said memo is dated 10.11.2026 and the settlement agreement is dated 07.09.2026, which are scanned and reproduced hereunder for ready reference:

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Ordinary Original Civil Jurisdiction)

C. S. (Comm Div.) No. 182 of 2026

COROMANDEL INTERNATIONAL LIMITED.,
Through its Power Agent,
Shri. Sahadev Katam – Senior General Manager – Legal (IPR)
Having Corporate office at Olympia Terraces, 15B(SP),
SIDCO Industrial Estate, Guindy,
Chennai – 600 032, Tamil Nadu,



Also at:
Coromandel House, 1-2-10 Sardar Patel Road,
Secunderabad 500003, Telangana

...Plaintiff

Vs.

R.C. FERTILISERS PRIVATE LIMITED.,
181, A-2, Maker Tower 'E'
Cuffe Parade, Mumbai- 400005, India
Contact No- +91-2222162344, 91-2222162346
Email ID- info@rcfertilisers.in

Also at:
179/2&3, Village Lakhamapur,
Taluka Dindori. Dist Nashik - 422202 Maharashtra, India
Contant No- 02557 – 250593
Email ID- nsk@rcfertilisers.in

...Defendant

MEMO FILED BY THE COUNSELS REPRESENTING THE PLAINTIFF AND DEFENDANT

The counsels for the Plaintiff and the Defendant beg to state and submit as follows:

1. The Plaintiff has filed the present suit claiming the following reliefs:

   i. A permanent injunction restraining the Defendant, his partners, employees, officers, servants, agents, and all others acting for and on their behalf, from manufacturing, selling, distributing, exporting, advertising,

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offering for sale any products, maintaining and/or operating websites, domain names, social media platforms, email addresses, mobile applications, trade/corporate names, and in any other manner, directly or indirectly, online or offline, dealing with any goods or services in the name of GODAVARI/  /  , such use being identical to and/or deceptively similar to the Plaintiff's registered trademark 'GODAVARI' and its formative marks bearing Registration Nos. 7063048, 1046586, 1046590, 1046589, 1046588, 1457566, 2833960, 2169036, 2306609, 3378330, 1503996, 1611658, 3610907, 1862244, 1619873, 5010540, 5010541, 5929597, 4864519, and 6445816 in Class 1, amounting to infringement of the Plaintiff's registered trademarks in any manner whatsoever;

ii. A permanent injunction restraining the Defendant, his partners, employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, websites, domain names, social media platforms, email addresses, mobile applications, trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services in the name of GODAVARI/  /  or any other mark which is identical / similar to the Plaintiff's trademarks GODAVARI or its formatives and passing off the goods / services of the Defendant as and for those of the Plaintiff in any manner whatsoever;

iii. A permanent injunction restraining the Defendant, his partners, directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributors, stockists, representatives, licensees and anyone acting for or

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on their behalf directly or indirectly, as the case may be from performing any actions, especially using the trademark GODAVARI/  / or any mark which is deceptively similar and or identical to the Plaintiff's trademark GODAVARI and its formatives amounting to unfair competition, dilution of the goodwill and reputation of the Plaintiff's trademark or doing any other thing which will lead to dilution of Plaintiff's Intellectual Properties;

iv. The Defendant be ordered to pay the Plaintiff a sum of INR 50,00,000/- (Rupees Fifty Lakhs Only) as **damages** for having committed infringement of the Plaintiffs' registered trademark and passing off in respect of the Plaintiff's trademark GODAVARI and its formative marks.

v. A **preliminary decree** be passed in favor of the Plaintiff directing the Defendant to **render true and proper accounts** of the profits arising out of the amount of sales generated by the defendant in respect of their alleged activities bearing the trademark GODAVARI/  /  or any mark which is deceptively similar and or identical to the Plaintiff's trademarks under 'GODAVARI' in any manner whatsoever.

vi. Costs of such other relief as this Hon'ble Court may deem fit, in the circumstances of the case, in the interests of justice and equity.

2. During the pendency of the above suit, the Plaintiff and Defendant have agreed to amicably settle the dispute by jointly executing a settlement agreement dated 07.09.2026 and the said agreement thereof is filed herewith as **Annexure- A.**

3. In view of the above, the Plaintiff and the Defendant jointly pray that the above suit may be accordingly decreed in terms of the settlement agreement dated 07.09.2026.

Dated this at Chennai on this the 10th day of November, 2026

10.11.26

COUNSEL FOR PLAINTIFF **COUNSEL FOR DEFENDANT**

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महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FE 701428





श्रीमती. सायली कोळी

SETTLEMENT AGREEMENT

This Settlement Agreement and Memorandum of Compromise ("Agreement") is made on this 7th day of September 2026, by and between:

1. PARTIES



a. **First Party (Trademark Owner/Claimant)** - Coromandel International Limited, (CIN L24120TG1961PLC000892) a company incorporated under the Companies Act, 1956 and having its registered office at Coromandel House, 1-2-10, Sardar Patel Road, Secunderabad - 500003, and its corporate office at #15B(SP), SIDCO Industrial Estate, Guindy, Chennai - 600032 ("First Party").

Second Party (Respondent) - R.C. Fertilisers Private Limited (CIN U24120MH2005PTC155465), a company incorporated under the Companies Act, 1956 and having its registered office at 181-AS, Maker Tower 'E', Cuffe Parade, Mumbai- 400005, India, ("Second Party").



For Coromandel International Limited

Authorised Signatory

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For R C FERTILISERS PVT. LTD.

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2. RECITALS

WHEREAS:

a. The First Party had adopted the mark "**GODAVARI**" in the year 1985 and has obtained more than 18 registrations for its various "**GODAVARI**" trademarks and is the registered proprietor of the trademark " **GODAVARI** " and its associated marks in India in respect of, *interalia*, fertilizers, crop protection and allied agricultural products and services.

b. The Second Party has been continuously using the mark **GODAVARI** [which is similar to the registered trademark of the First Party referred in Recitals (a) above] since 2006 in relation to Single Super Phosphate product (*hereinafter referred to as the impugned product*) in Maharashtra and other states in India.

c. The First Party had preferred a mediation application, numbered as PIMS No. 28 of 2025 on 27.02.2025, before the Tamil Nadu State Legal Services Authority, Chennai, calling upon the Second Party to cease use of the mark/name " **GODAVARI** " and any other mark deceptively or confusingly similar to the First Party's prior adopted trademark " **GODAVARI** ".

d. No consensus was arrived at between the First Party and the Second Party regarding cessation of the use of the mark **"GODAVARI"** during the above-said mediation proceedings. Consequently, the mediation was closed by the Learned Mediator on 18.08.2025. Thereafter, the First and Second Parties continued their discussions for an amicable resolution of the dispute.

e. However, the Parties could not reach an amicable settlement then. Therefore, in June 2026, the First Party instituted a suit bearing C.S. (Comm. Div.) No. 182 of 2026 before the Hon'ble High Court of Judicature at Madras, Chennai, seeking reliefs for infringement of its registered " **GODAVARI** " trademarks, passing off and allied reliefs against the Second Party. By an order dated 02.07.2026, the Hon'ble High Court was pleased to grant an interim injunction restraining the Second Party, its partners, servants, agents, distributors, dealers, representatives, or any person claiming through or under it, from manufacturing, selling, offering for sale, advertising, distributing, or otherwise dealing in any goods or services under the trademark "**GODAVARI**" or any other mark identical with or deceptively similar to the First Party's registered trademark "**GODAVARI**", pending disposal of the suit.

Thereafter, on the subsequent date of hearing, i.e., 20.07.2026, the Second Party informed the Hon'ble Court that the Parties were in the process of amicably resolving the disputes and were exploring the terms of a settlement, including a transition by the Second Party to a new brand name and the Second Party expressed its interest to continue the discussion with the First Party to resolve the dispute mutually. Therefore, the Second Party requested that the operation of

For Coromandel International Limited

Authorised Signatory

For R C FERTILISERS PVT. LTD.

Authorised Signatory

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the interim injunction dated 02.07.2026 be kept in abeyance to facilitate further discussion between the Parties for an amicable settlement and also to finalise the terms and conditions for settlement, and the Hon'ble Court was pleased to suspend the operation of the said interim injunction accordingly until 03.08.2026 and posted the matter next for hearing on 04.08.2026. On 04.08.2026, the Hon'ble Court was further pleased to extend the suspension of the said order by a further period of two weeks to enable the Parties to finalise and execute the Settlement Agreement.

g. Pursuant to the subsequent discussions between the Parties, the Second Party herein agrees to cease all manufacturing, processing and packing activities under the mark/name "**GODAVARI**" on or before 31st December 2027, and to permanently discontinue the use of the mark/name **"GODAVARI"** on or before 20 July 2029, while rebranding its products and business to any other trademark or brand name which shall not be identical / deceptively similar to any of the First Party's trademarks / brand name including but not limited to "**GODAVARI**" mark and its formatives, subject to the terms and conditions recorded herein.

h. The Parties are now desirous of recording the terms and conditions on which they have amicably settled all disputes and differences arising out of or in relation to the matters set out in the mediation application PIMS No. 28 of 2025 and C.S. (Comm. Div.) 182 of 2026.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

3. OBLIGATIONS OF THE SECOND PARTY

a. **Cessation of Manufacturing-** The Second Party shall completely cease all manufacturing, processing, and packing activities under the mark **"GODAVARI"**, or any mark containing **"GODAVARI"**, or any mark identical with, deceptively similar to, or likely to be confused with the trademark **"GODAVARI"** of the First Party, on or before **31st December 2027,** and shall not manufacture goods under the mark **GODAVARI** thereafter.

b. The Second Party shall sell, distribute and exhaust, in the ordinary course of trade, products manufactured and packed on or before **31st December 2027** under the mark "**GODAVARI**" within the timelines prescribed under this Agreement.

c. The Second Party confirms that it shall ensure that all finished goods, packaging materials, labels and other inventory under the mark **"GODAVARI"** are completely exhausted or destroyed on or before **20th July 2029**, and no stock of the impugned products shall remain in its possession, custody or control thereafter.

For Coromandel International Limited

Authorised Signatory

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For R C FERTILISERS PVT. LTD.

Authorised Signatory

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d. The Second Party further confirms that it shall further take all necessary and reasonable steps, including issuing written communications to its distributors and dealers, informing them that all manufacturing and packing activities of the impugned products shall cease on **31st December 2027** and the Second Party shall ensure that the impugned products are completely withdrawn from the trade channels and are no longer available in the market on or before **20th July 2029**.

The Second Party further confirms that with effect from **21st July 2029**, the Second Party shall not distribute, supply, sell, offer for sale or release into the market any impugned products under the mark "**GODAVARI**", or any mark identical with, deceptively similar to, or likely to be confused with the trademark **"GODAVARI"**.

e. The Second Party agrees to Transition to New Branding in the following manner:

The Second Party shall cease all manufacture of the impugned products on or before **31st December 2027**. The Second Party shall, on or before **1st January 2028**, provide the First Party with (a) a complete statement of the remaining stock of the impugned products, including the quantity and details thereof; (b) details of the proposed new trademark/brand and branding. The Second Party shall only be permitted to sell and exhaust the remaining stock disclosed to the First Party within the timelines prescribed under this Agreement. All products thereafter shall be manufactured and sold solely under the new, non-infringing trademark and branding. The Second Party shall completely cease all use of "**GODAVARI**" on or before **20th July 2029** and shall issue public notices to that effect in regional and English newspaper circulating in the region(s) where such impugned products were ordinarily sold.

f. **Cessation of Promotional and Advertising Activities-** The Second Party shall completely cease and discontinue on or before **20th July 2029**, all its promotional, marketing and advertising activities (both online and offline) relating to its impugned products and/or business conducted under the mark "**GODAVARI**", or any mark containing "**GODAVARI**", or any mark identical with, deceptively similar to, or likely to be confused with any trademark "**GODAVARI**" owned by the First Party. This includes, without limitation:

i. print advertisements, brochures, catalogues and flyers;
ii. digital and online advertisements, banners and sponsored content;
iii. social media posts, pages, profiles and campaigns;
iv. hoardings, banners, posters and physical signage;
v. trade fair and exhibition materials; and
vi. any other form of advertisement or promotion in any media.

g. The Second Party shall ensure that all promotional, marketing and advertising materials whether in physical or digital form, under the mark "**GODAVARI**",

For Coromandel International Limited

Authorised Signatory

For R C FERTILISERS PVT. LTD.

Authorised Signatory

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or any mark containing "**GODAVARI**", or any mark identical with, deceptively similar to, or likely to be confused with any trademark "**GODAVARI**" owned by the First Party, are completely withdrawn, removed, destroyed or permanently disabled on or before **20th July 2029**, and no such materials shall remain in their possession, custody or control or continue to be displayed or made available to the public thereafter.

h. With effect from **21st July 2029**, the Second Party shall not advertise, market, promote, display or otherwise publicise, directly or indirectly, any impugned products or business under the mark **"GODAVARI"** through any medium whatsoever. The Second Party shall further take all necessary steps, including giving adequate prior notification to its dealers, distributors, marketing agencies and online platform partners in writing, to ensure that all references to the aforesaid marks are removed from third-party platforms and trade channels, including dealer and distributor maintained promotional materials and online marketplaces, on or before **20th July 2029**.

i. **Public Communication and Stakeholder Notification-** The Second Party shall, by or before **30th September 2027** commence public communications informing all relevant stakeholders regarding the transition of impugned products and business under the name and/or packaging from "**GODAVARI**" to a new mark/ brand name, a copy of which shall be shared with the First Party for its reference. Such communication shall, at a minimum, be made through:
   i. e-mails and/or messages to distributors, dealers and key customers;
   ii. Prominent notices on the Second Party's website and social media channels; and
   iii. such other channels as are reasonably required in the Second Party's line of business.

j. **Withdrawal of Remaining Stocks-** The Second Party shall ensure that all finished goods, products, packaging materials, labels, promotional materials and any other inventory bearing the mark **"GODAVARI"**, or any mark containing **"GODAVARI"**, or any mark identical with, deceptively similar to, or likely to be confused with any trademark **"GODAVARI"** owned by the First Party, are completely exhausted, withdrawn or destroyed on or before **20th July 2029**, and no such stock shall remain in Second Party's possession, custody or control thereafter. The Second Party shall ensure that all impugned products are withdrawn from the trade channels and are no longer available in the market on or before **20th July 2029**. Upon the written request of the First Party, the Second Party shall furnish documentary evidence demonstrating compliance with the obligations contained in this Clause.

NOTARY R. DEVADAS ADVOCATE & NOTARY APPOINTED BY GOVT. OF T.G. (INDIA) REGD NO. & GOM.s NO 1017-1998 RANGA REDDY DIST. (GHMC) HYDERABAD

For Coromandel International Limited

Authorised Signatory

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For R C FERTILISERS PVT. LTD.

Authorised Signatory

R C FERTILISERS PVT. LTD. MUMBAI

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4. COMPLETE CESSATION OF USE OF "GODAVARI"

a. The Second Party undertakes and agrees that it shall permanently cease and desist from using the word "**GODAVARI**", or any mark, word, name, logo, part of any logo, device, label, or other indicia that is identical with or deceptively/confusingly similar to the First Party's trademark "**GODAVARI**", in any manner whatsoever, by **20th July 2029** whether as product names, packaging, promotional materials or otherwise.

b. Without prejudice to the generality of the foregoing, the Second Party shall, on or before the relevant dates stipulated in this Agreement, ensure removal/cessation of use of "**GODAVARI**" in all or any form word/device/logo/ from, *interalia*:

i. all websites and domain names, including page titles, metadata and content;
ii. all social media handles, page names, profile names and usernames;
iii. listings and profiles on online platforms, including any B2B/B2C portals and e-commerce platforms;
iv. product labels, packaging, cartons, containers and inserts
v. stationery, letterheads, invoices, delivery challans and receipts;
vi. signboards, office fascia, depot and warehouse boards and vehicle branding;
vii. internal forms and documents that are externally circulated or visible; and
viii. any other online or offline medium through which the Second Party conducts or represents its business.

c. For third-party managed pages/listings and cached/archival references, the Second Party shall use reasonable best efforts to procure removal. Retention of historical records and archival materials required by law or good corporate governance shall not be deemed "use" in commerce provided such materials are not publicly displayed or used in connection with the sale or advertisement of goods/services

The Second Party shall not adopt, use or apply for registration of any trademark, trade name, corporate name, domain name or other identifier which contains "**GODAVARI**" or is deceptively/confusingly similar to the First Party's "**GODAVARI**" at any point of time subject to the terms of this Settlement Agreement except for continuing use as expressly permitted during the transition period under this Agreement.

For Coromandel International Limited

Authorised Signatory

For R C FERTILISERS PVT. LTD.

Authorised Signatory

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5. REGULATORY AND STATUTORY UPDATES

a. The Second Party shall complete all relevant statutory and regulatory filings to give effect to the transition contemplated under this Agreement, including but not limited to:

i. updating any licences/registrations and approvals, where applicable; and

ii. withdrawal of trademark application no. 6576602 for the mark "**GODAVARI**" filed in the name of the Second Party within **30 days** from the date of execution of the Agreement.

b. The Second Party shall furnish documentary proof of compliance with Clause 5(a)(ii) within **15 days** of such withdrawal. Documentary proof of completion of the filings referred to in Clause 5(a)(i) shall be furnished on or before 20th July 2029.

6. LIQUIDATED DAMAGES FOR BREACH

a. Notwithstanding anything to the contrary, the provisions of this clause (ie Clause 6) shall supersede and prevail over any other terms in this Agreement.

b. Given that the Second Party agrees that it has adequate time until **20th July 2029** to comply with the terms of this Agreement i.e,. to exhaust its existing stock and cease all use of the mark "**GODAVARI**", the Parties agree that, in the event that products bearing the mark "**GODAVARI**" manufactured by Second Party continue to be available for sale, distribution or supply in the market after **20th July 2029**, the Second Party shall be liable to pay the First Party liquidated damages on a per-day basis, as set out below:

i. **Rs. 50,000/- (Rupees Fifty Thousand only) per day** for the first ten (10) days from the date of commencement of such breach;

ii. **Rs. 1,00,000/- (Rupees One Lakh only) per day** from the 11th day up to and including the 20th day of the continuing breach; and

iii. **Rs. 2,00,000/- (Rupees Two Lakhs only) per day** from the 21st day onwards, for so long as such breach continues.

NOTARY R. DEVADAS ADVOCATE & NOTARY APPOINTED BY GOVT. OF T.G. (INDIA) REGD. NO. & GOM.s NO. 1017-1998 ALWAL AREA RANGA REDDY DIST. (GHMC) HYDERABAD T.S.

c. For the purposes of Clause 6(b), liquidated damages shall accrue from the date on which the First Party notifies the Second Party in writing that products bearing the mark "**GODAVARI**" continue to be available for sale in the market after **20th July 2029**, and shall cease to accrue when the Second Party issues a confirmation and undertaking and First Party accepts the same

COROMANDEL INTERNATIONAL LIMITED SEC'BAD-3

For Coromandel International Limited

Authorised Signatory

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For R C FERTILISERS PVT. LTD.

Authorised Signatory

R C FERTILISERS PVT. LTD. MUMBAI

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basis the manner agreed in Clause 6 (d), evidencing that such products have ceased to be available for sale in the market.

d. Once the First Party notifies the Second Party in writing, as stated aforesaid in Clause 6 (c), the Second Party shall be liable, and the liquidated damages shall continue to accrue on a per-day basis in accordance with Clause 6(b) hereinabove, without need of any further intimation by the First Party, for every day, until the Second Party provides confirmation and an undertaking in writing, together with documentary proof, demonstrating to the satisfaction of the First Party that the breach as mentioned hereinabove has been completely discontinued and that no products bearing the mark "**GODAVARI**" continue to be available for sale, distribution or supply in the market. Until such written confirmation and undertaking and proof are provided to the satisfaction of the First Party and accepted by the First Party, the breach as mentioned hereinabove shall be deemed to be continuing and liquidated damages shall continue to accrue for each such day in accordance with Clause 6(b).

e. The Second Party shall not have any defence to payment of liquidated damages on the grounds whatsoever, including but not limited to the ground that such damages are excessive, unreasonable, or constitute a penalty, or that it was not given notice or opportunity to cure.

f. Payment of liquidated damages shall be without prejudice to the First Party's right to pursue any and all other remedies available under law, including but not limited to seeking injunctive relief, specific performance, criminal prosecution and recovery of actual damages.

7. BREACH, NOTICE AND CURE

a. Without prejudice to the terms agreed in Clause 6, in the event either Party alleges any breach of any term of this Agreement by the other Party, the alleging Party shall issue a written notice describing the breach in reasonable detail. The recipient shall have 30 (thirty) days from receipt to cure such breach; provided that where the breach reasonably requires action by a third party or governmental authority, the cure period shall be extended to 60 (sixty) days so long as the recipient diligently pursues cure.

b. Subject to Clause 7(a), the non-breaching Party may seek appropriate remedies available at law or in equity, including injunctive relief and recovery of proven losses under applicable law.

For Coromandel International Limited

Authorised Signatory

For R C FERTILISERS PVT. LTD.

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8. TRANSITION PERIOD

During the transition period ending **20th July 2029**:

a. First Party shall not seek enforcement of the injunction against continued use expressly permitted under this Agreement;

b. First Party shall not initiate contempt proceedings;

c. First Party shall not institute any further proceedings whether by way of infringement, passing off, contempt or otherwise arising from Second Party 's continued use of the mark **GODAVARI** for the duration permitted under the Agreement;

d. Parties shall support disposal of C.S. (Comm. Div.) 182 of 2026 in terms of this Agreement.

9. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

a. The Parties represents and warrants that they have full authority to enter into this Agreement and the person executing this Agreement is duly authorised to bind the Party and the execution does not violate any law or prior obligation.

b. Each Party acknowledges that it has read and fully understood all terms of this Agreement, has consulted with its legal counsel, is executing this Agreement voluntarily and without duress and accepts full responsibility for the terms of this settlement.

c. Nothing in this Agreement constitutes a waiver by either Party of any procedural or substantive rights or defences available under applicable law.

d. This Agreement is a compromise of disputed claims and shall not be construed as an admission of liability, wrongdoing or infringement by the Second Party.

e. Upon execution of this Agreement, the Parties shall jointly request the Hon'ble High Court of Madras to dispose of CS (Comm Div) No. 182 of 2026 in terms of this Settlement Agreement.

NOTARY R. DEVADAS ADVOCATE & NOTARY APPOINTED BY GOVT. OF T.G. INDIA REGD. NO. & COMMISSION 1017-1998 ALWAL AREA RANGA REDDY DIST. (GHMC) HYDERABAD T.S.

For Coromandel International Limited

Authorised Signatory

COROMANDEL INTERNATIONAL LIMITED SEC'BAD-3

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For R C FERTILISERS PVT. LTD.

Authorised Signatory

R C FERTILISERS MUMBAI

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10. GOVERNING LAW AND JURISDICTION

a. This Agreement shall be governed by and construed in accordance with the laws of India.

b. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the High Court of Madras, Chennai for any dispute arising out of or in connection with this Agreement, including any dispute resolved pursuant hereto.

11. RELEASE BY FIRST PARTY

Effective upon the Effective Date and subject to the Second Party's compliance with Clauses 3, 4 and 5 within the agreed timelines under the Agreement, the First Party irrevocably releases and forever discharges the Second Party, its directors, officers and employees from any and all claims, demands, actions or causes of action of whatever nature, whether known or unknown, existing as of the Effective Date, arising out of or relating to the Second Party's past use of the mark "**GODAVARI**" and for any monetary claim, damages claim, rendition of accounts claim, delivery-up claim or claim for costs against the other arising out of the dispute forming subject matter of CS (Comm Div) No. 182 of 2026. This release does not waive any claim arising from a material breach of this Agreement.

12. CONFIDENTIALITY

The Parties shall keep the terms and existence of this Agreement confidential and shall not disclose the same to any third party, except (i) to their professional advisers on a confidential basis, (ii) as required by law, regulation or court/authority order, or (iii) in confidential communications to distributors/dealers strictly for the purpose of implementing this Agreement.

13. ENTIRE AGREEMENT AND AMENDMENT

a. This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, e-mails, proposals and understandings.

b. No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorised representatives of both Parties.

14. EFFECTIVE DATE

This Agreement shall come into force and effect from the date of the last signature appearing below ("Effective Date").

For Coromandel International Limited

Authorised Signatory

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For R C FERTILISERS PVT. LTD.

Authorised Signatory

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15. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorised representatives on the dates set out below.

For Coromandel International Limited	For R.C. Fertilizers Private Limited
Signature: For Coromandel International Limited Authorised Signatory	Signature: For R C FERTILISERS PVT. LTD. Authorised Signatory
Name: Sahadev Katam	Name: Suraj Chhabria
Designation: Sr. General Manager Legal IPR	Designation: Executive Director
Date: 7th September 2026	Date: 3rd September 2026
Witness 1:	Witness 1: G. D. Tripathi
Name: G. Rajesh	Name:
Address: Secunderabad, Telangana 500003	Address: R. H. P Park, Bhayander (E) 401105
Witness 2:	Witness 2:
Name: Hyndavi Vishnubhatla	Name: Amit Nagesh Mahale
Address: 1-2-10, Sardar Patel Road, Secunderabad 500003	Address: 4/99, Deep Hanuman Bldg. S.V. Marg, Grant Road, Mumbai - 400007.

NOTARY S. R. LOKHANDE MUMBAI MAHARASHTRA Reg. No. 4643 Expiry Dt. 01-10-2027 GOVT. OF INDIA

ATTESTED BY ME
S. R. LOKHANDE
NOTARY
MUMBAI - MAHARASHTRA
- 3 SEP 2026

NOTARY R. DEVADAS, ADVOCATE & NOTARY APPOINTED BY GOVT. OF T.G. (INDIA) REGD NO. & GOM.s NO 1017-1998 RANGA REDDY DIST. (GHMC) HYDERABAD T.S.

- 7 SEP 2026

NOTED & REGISTERED
Sr. No. 2549.9.
Dated - 3 SEP 2026

ATTESTED
R. DEVADAS
ADVOCATE NOTARY PUBLIC
Appointed by Govt. of T.G.(INDIA)
Flat No.101, Sri Srinivasa Apartments,
Road No.3, Green Hills Colony, Kothapet, L. B. Nagar,
HYDERABAD - 500035 TELANGANA

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2. Mr.M.S.Bharath, learned counsel for the plaintiff, and Mr.Ramesh Ganapathy, learned counsel for the defendant, have no objection to the settlement agreement dated 07.09.2026 being recorded and being made part and parcel of the decree to be passed in the suit. The suit is decreed in terms of the settlement agreement dated 07.09.2026, which shall form part and parcel of the decree.

3. Learned counsel for the plaintiff has also made a request for a refund of court fees. Admittedly, the trial has not commenced in the suit and the settlement has been reached between the parties, which alone is being recorded and in terms of which decree has been passed. Hence, I do not see any impediment for exercising the powers available under Section 69A of the Tamil Nadu Court Fees and Suits Valuation Act , 1955 to refund the entire court fee paid on the plaint to the plaintiff. No costs. Consequently, the connected applications are closed.

12-11-2026

Index : Yes/No
Neutral Citation : Yes/No

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P.B.BALAJI, J.

KJ

C.S(COMM DIV) No. 182 of 2026

12-11-2026

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