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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 111/2023, I.A. 4147/2023 and I.A. 4149/2023
ARCHIAN FOODS PRIVATE LIMITEDPlaintiff
Through: Mr. Nikhil Sonker and Mr. Lakshay
Gunawat, Advocates.
versus

SWAMI FOODS & ORS.Defendants
Through: Mr. Rahul Dadwal, Advocate for D-5.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER
% **11.12.2025**

I.A. No. 7026/2025 (for impleadment)

1. This is an Application filed on behalf of the Plaintiff under Order I Rule 10 read with Section 151 of the Code of Civil Procedure, 1908 (“CPC”), for impleadment and addition of proposed Defendant No. 5.
2. For the reasons stated in the Application, the same is allowed.
3. Mr. Swami Manoj Anand (proprietor of Swami Foods), S/o Indra Sharma, having addresses at (i) Flat No 888, Janta Flats, Nandnagri, Delhi-10093 and (ii) B-50, Surajmal Vihar, Vivek Vihar, Delhi-110092 is impleaded as Defendant No. 5.
4. The amended Memo of the Parties filed *vide* Diary No. 8959738/2025 is directed to be taken on record.
5. The Application stands disposed of.

I.A. No. 31091/2025

6. This is a joint Application filed on behalf of the Plaintiff and Defendant



No. 5 under Order XXIII Rule 3 read with Section 151 of the CPC.

7. The learned Counsel for the Plaintiff submits that during the pendency of the Suit, the Plaintiff entered into a Settlement with Defendant Nos. 2 and 3 on 10.12.2024 and Defendant No. 4 on 19.12.2024.

8. The learned Counsel for the Plaintiff and the learned Counsel for Defendant No. 5 submit that now, the Plaintiff and Defendant No. 5 have amicably arrived at a Settlement on the following Terms:

“A. Defendant No.5 acknowledges the statutory and common law rights of the Plaintiff in the registered Trade Marks/ Labels/ Logos as well as in the unregistered Trade Marks/ Labels/ Logos filed by the Plaintiff as detailed in DOCUMENT-1. The Trade Marks/ Labels/ Logos detailed in DOCUMENT-1 shall hereinafter be referred to as ‘LAHORI Formative Trade Marks’.

B. Defendant No.5 acknowledges and recognizes the common law rights of the Plaintiff in Trade Mark ‘LAHORI’, Trade Mark/Logo



‘LAHORI’ Formative Trade Marks including the Labels/ Packaging/ Trade Dress containing the word ‘LAHORI’. Defendant No.5 acknowledges that the trade mark ‘LAHORI’ is exclusively associated with the Plaintiff. The images of Plaintiff’s LAHORI



ZEERA Trade Marks/ Logos/ Trade Dress/ Packaging/ Label/ Get Up are annexed herewith and marked as DOCUMENT-2.

C. Defendant No.5 acknowledges and recognizes that the Plaintiff is the owner of the Copyright in the LAHORI ZEERA Labels



&



and LAHORI ZEERA



logo / under The Copyright Act, 1957 and that the Plaintiff is also the owner of the registered label/



artwork bearing copyright registration no. A-146655/2023.

D. Defendant No.5 acknowledges and recognizes that the Plaintiff is the registered proprietor of the design of the LAHORI ZEERA bottle

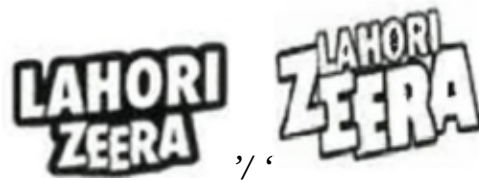


bearing design registration no. 352339-001. The image of Plaintiff's bottle design is annexed herewith and marked as DOCUMENT-3.

E. Defendant No.5 undertakes not to use, launch, manufacture, sell or offer for sale whether physical or online, import, export, advertise whether in electronic/ social or print media or in events/ meetings such as distributors/ business meets and similar events, market and/or deal in any manner in any goods / services including but not limited to beverages bearing the bearing the impugned marks/ logos/ labels/ packaging/ trade dress/ cartons 'LAOREE ZEERA/



, / , or any other trade marks/ logos/ labels/ packaging/ trade dress/ cartons which may be deceptively similar and/or identical to Plaintiff's Trade Mark 'LAHORI', Trade Mark/Logo 'LAHORI ZEERA'/ 'LAHORI ZEERA'



, / ' Trade Dress/ Packaging/ Label/



Get Up 'LAHORI ZEERA'



/ and 'LAHORI' Formative Trade Marks including the Labels/ Packaging/ Trade Dress containing the word 'LAHORE and/or substantial reproduction/colourable reproduction



of Plaintiff's Logo LAHORI ZEERA /



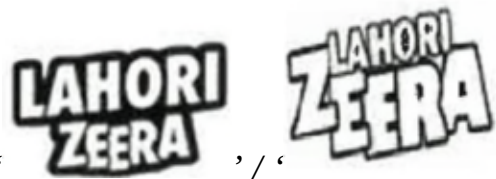
& Label LAHORI ZEERA





. The images of impugned marks/ logos labels/ packaging/ trade dress/ cartons are annexed herewith and marked as DOCUMENT-4.

F. Defendant No.5 states and further undertakes that they do not claim nor they shall claim any rights over Trade Mark/Logo/ Label/Packaging/ Trade Dress/Artwork that may be identical or deceptively similar to the Plaintiff's Trade Mark 'LAHORI', Trade

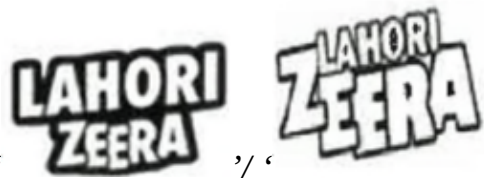


Mark/Logo 'LAHORI ZEERA'/ ' / ' , Trade Dress/ Packaging/ Label/ Get Up 'LAHORI ZEERA'



and 'LAHORI' Formative Trade Marks including the Labels/ Packaging/ Trade Dress containing the word 'LAHORI' and/or any design to be applied to or caused to be applied to article being bottle in relation to any beverage product and/or any other allied and cognate goods that may be obvious imitation of Plaintiff's bottle depicted in DOCUMENT-3.

G. Defendant No.5 undertakes not to adopt and/or apply for registration of any trade marks/ labels/ packaging/ trade dress/ artwork that may be deceptively similar and/or identical and/or colorable imitation of Plaintiff's Trade Mark 'LAHORI', Trade



Mark/Logo 'LAHORI ZEERA'/ ' / ' , Trade Dress/ Packaging/ Label/ Get Up 'LAHORI ZEERA'

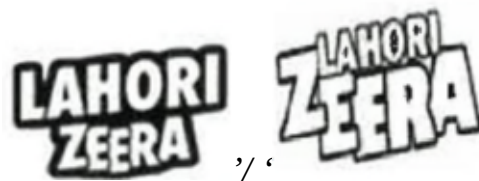


and
'LAHORI' Formative Trade Marks including the Labels/ Packaging/
Trade Dress containing the word 'LAHORI' before any forum /
registry/ authority. Defendant No.5 further undertakes not to apply
for registration of bottle design that may be obvious and fraudulent
imitation of Plaintiff's bottle design as depicted in DOCUMENT-3.

H. Defendant No.5 undertakes not to challenge Plaintiffs
registered Trade Marks as detailed in DOCUMENT-1 to this
Agreement by way of cancellation proceedings or otherwise,
Plaintiff's Copyright bearing registration no. A-146655/2023 and
Plaintiff's Design registration no. 352339-001. Defendant No.5
further undertakes that they shall not object to/ challenge/ oppose the
Plaintiff's applications for registration of trade marks as detailed in
DOCUMENT- 1 or any trade mark/ copyright application that the
Plaintiff has filed or may file in future containing the word 'LAHORE
before any authority / registry/ court/forum.

I. Defendant No.5 confirms that it has no material including but
not limited to labels, cartons, brochures, packets, stock, packaging,
document, advertising materials or goods bearing the impugned
mark/ logo/ trade dress/ packaging/ label.

J. Defendant No.5 undertakes not to acquire/ license/take
permission for use from any third party by way of assignment/ license/
transfer of rights and/or through any other means any mark/ logo/
trade dress/ packaging/ label that may be deceptively similar to
and/or identical to and/or colorable imitation of Plaintiff's Trade
Mark 'LAHORE', Trade Mark/Logo 'LAHORI ZEERA'/'



' Trade Dress/ Packaging/ Label/



Get Up 'LAHORI ZEERA'



and 'LAHORI' Formative Trade Marks including the Labels/ Packaging/ Trade Dress containing the word 'LAHORI' and/or any bottle design that may be identical or fraudulent or obvious imitation of Plaintiff's bottle depicted in DOCUMENT-3.

K. Defendant No.5 undertakes and agrees that if they are found violating any terms of the present Agreement, then they shall be liable to compensate the Plaintiff for all expenses, damages and losses suffered/incurred by the Plaintiff due to the Defendant No.5's violation of the present Agreement for a sum to be determined by the Hon'ble Court.

L. Defendant No.5 agrees and confirms that the terms of this Settlement Agreement shall be binding of the Defendant No.5's officers, relatives, executives, employees, servants, agents, subsidiaries, group companies, nominees, successors and assigns and all those acting for and, on their behalf.

M. Defendant No.5 agrees that the afore-stated undertakings given by the Defendant No.5 contained in the present application are to the Hon'ble Court and agree that if he is found violating any of the terms of the present Agreement, then it will be liable for contempt of the orders of the Hon'ble Court."

9. In view of the above, the Plaintiff and Defendant No. 5 submit that the Suit may be decreed in favour of the Plaintiff and against Defendant No. 5 in terms of the above Terms of Settlement.

10. The Plaintiff and Defendant No. 5 are directed to be bound by the above



Settlement Terms.

11. The Application stands disposed of.

CS(COMM) 111/2023

12. In view of the above Order passed in I.A. No. 31091/2025, the Suit is decreed *qua* Defendant No. 5 in the aforesaid terms. Let the Decree Sheet be drawn up accordingly. The Suit and the pending Application(s), if any, stand disposed of against Defendant No. 5.

13. The learned Counsel for the Plaintiff submits that *vide* order dated 03.08.2023, Defendant No. 1 was served through publication and *vide* order dated 13.10.2023, the right to file the Written Statement by Defendant No. 1 stands closed. Accordingly, Defendant No. 1 is directed to be proceeded *ex-parte*.

14. In view of the same, the learned Counsel for the Plaintiff submits that the Plaintiff shall be filing an appropriate Application for passing of Summary Judgment against Defendant No. 1.

15. Accordingly, list on 25.03.2026.

TEJAS KARIA, J

DECEMBER 11, 2025

ap