



\$~20

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

+ **CS(COMM) 230/2025 & I.A. 6715/2025**

JOY CREATORS LLP

.....Plaintiff

Through: Ms. Saumya Bajpai, Advocate.

versus

**LEAFS AND ROOTS INDIA PRIVATE LIMITED
& ORS.**

.....Defendants

Through: Mr. Aishwarye Verma, Mr. Anand Verma, Mr. Bachan Kr. Verma and Ms. Manisha Verma, Advocates for D1 & 3.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

12.12.2025

%

1. The learned Counsel for the Plaintiff and Defendant Nos. 1 and 3 submit that the Plaintiff and Defendant Nos. 1 and 3 have been able to settle the dispute and have entered into a Settlement Agreement dated 13.11.2025 ("**Settlement Agreement**"). The Settlement Agreement is placed on record by the Delhi High Court Mediation and Conciliation Centre and the Terms of the Settlement are as follows:

"i. Second Party / Defendant No. 1 and Third Party / Defendant No. 3 acknowledges the proprietary rights of the First Party / Plaintiff in the getups / artworks / labels of lotions and creams as well as the shape of the bottle / container which are annexed herewith as Document 'A', Document 'B' and Document 'C' of this Settlement Agreement in relation to body lotion, nourishing skin cream, cold cream, facial wash, facial gel etc. and undertakes not to adopt any getup / artwork / label or the shape of bottle / container deceptively similar thereto at any point or time. Second Party / Defendant No. 1 and Third Party / Defendant No. 3 further agrees not to challenge



the validity of the proprietary rights of the First Party / Plaintiff over the getups / artworks / labels as the shape of the bottle / container at any point of time.

ii. Second Party / Defendant No. 1 and Third Party / Defendant No. 3 undertake not to manufacture and / or sell and / or advertise any cosmetic preparations, body lotion / creams, nourishing skin cream, cold cream, facial wash, facial gel etc. under the getups / artworks / labels which are annexed herewith as Document 'D'. Second Party / Defendant. No. 1 and Third Party / Defendant No. 3 have adopted revised getups / artworks / labels for selling its goods under the revised marks 'HONEY & ALMONDS', 'INTENSE CARE' 'ALOE CARE' and 'COCOA CARE' for lotions and creams which are annexed herewith as Document 'E' to which the First Party / Plaintiff has no objection whatsoever.

iii. Second Party / Defendant No. 1 and Third Party / Defendant No. 3 undertake not to manufacture and / or sell and / or advertise any cosmetic preparations, body lotion / creams, nourishing skin cream, cold cream, facial wash, facial gel etc under the shape of the bottle / container which is annexed herewith as Document 'C'. Second Party / Defendant. No. 1 and Third Party / Defendant No. 3 have adopted revised shape of the bottle / container for manufacture and / or sell and/or advertise any cosmetic preparations, body lotion / creams, nourishing skin cream, cold cream, facial wash, facial gel etc which are annexed herewith as Document 'F' to which the First Party / Plaintiff has no objection whatsoever.

iv. Second Party / Defendant. No. 1 and Third Party / Defendant No. 3 further declare that no unsold stock of body lotion / creams, nourishing skin cream, cold cream, facial wash, facial gel etc. under the getups / artworks / labels which are annexed herewith as Document 'D' and under the shape of the bottle / container as mentioned in Document 'C' are lying in the possession of their dealers / distributors. It is also declared that Second Party / Defendant No. 1 and Third Party / Defendant No. 3 are not left with any cartons, moulds, dyes, labels, packaging materials, brochures, leaflets, pamphlets, or any printed material bearing the impugned getups / artworks / labels as well as the impugned shape of the bottle container mentioned in Document 'D'.

v. Second Party / Defendant. No. 1 further declares that it has taken down / deactivated all the listings from all the e commerce platforms



(within its knowledge) bearing the impugned getups / artworks / labels as well as the impugned shape of the bottle container mentioned in Document 'D'. The Web links of E commerce listings deactivated along with their screenshots is annexed herewith as Document 'G'.

vi. Second Party / Defendant. No. 1 and Third Party / Defendant No. 3 further undertake that they shall not use the word 'HONEY & ALMONDS' either in isolation or in combination with any other mark or any word deceptively similar thereto on any of its products except as adopted by Defendant No. 1 depicted in Document 'E' to which the First Party / Plaintiff has no objection whatsoever.

vii. Second Party / Defendant. No. 1 and Third Party / Defendant No. 3 further acknowledges the proprietary rights of the First Party / Plaintiff over the mark 'SKIN FRUITS' and agrees not to challenge the validity of the same. Second Party / Defendant. No. 1 and Third Party / Defendant No. 3 further agree not to adopt any mark deceptively similar to the mark 'SKIN FRUITS' at any point of time.

viii. Second Party / Defendant No. 1 and Third Party / Defendant No. 3 have discontinued and further undertake not to market / manufacture the products under impugned getups / artworks / labels / trade dress belonging to the Plaintiff Company in future.

ix. Second Party / Defendant. No. 1 and Third Party / Defendant No. 3 Jointly have agreed to pay a total sum of Rs. 2,00,000/- (Rs. Two Lakhs Only) for final settlement by way of Demand Draft bearing No. 020726 drawn on HDFC Bank dated 10.11.2025 in the name of Plaintiff / First Party. The said Demand Draft will be handed over to the Plaintiff's counsel before the Hon'ble High Court of Delhi at the time of recording of the present Settlement Agreement. A copy of the said demand draft is annexed herewith as ANNEXURE-D.

x. The Parties have thus, irrevocably agreed that, subject to the due fulfilment of the terms and conditions of the present Settlement Agreement as set out above, all inter-se claims and / or dispute between the parties stand resolved to the full and final satisfaction of the Parties.

xi. The Parties agree, and shall ensure, that the terms of this agreement are binding on them and their employees, agents, licensees, associated companies or undertakings, successors in title, business and operations, subsidiaries and related companies or



firms, and shall impose the obligations of the agreed terms and conditions on the successor in title, buyer, assignee of the ownership or assets of the company, subsidiaries and related companies etc.

xii. The Parties to this Settlement Agreement have read over and understood the contents of the Settlement Agreement and confirm that the contents thereof are in consonance with the understanding arrived at between them. The Parties further agree and acknowledge that the present settlement has been arrived at between the parties out of their own volition, voluntarily, without any force or pressure from any corner.

xiii. The Parties herein i.e. Plaintiff / First Party and Defendant No. 1 / Second Party & Defendant No. 3 / Third Party also agree to present themselves through their Authorized Representatives before the Hon'ble Court physically / virtually to confirm the terms of the present Settlement Agreement resulting in consent decree.

xiv. By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all their inter-se disputes and differences have been amicably settled by the parties hereto through the process of mediation.

xv. The parties agree and undertake that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future.

xvi. The terms and conditions of the present Settlement Agreement has been read over and explained to the parties by the Mediator in their Vernacular language (Hindi) in the presence of their respective counsels and the parties agreed and understood the same in its true letter and spirit.”

2. In compliance of the terms at Paragraph No. (ix) of the Settlement Agreement, the learned Counsel for Defendant Nos. 1 and 3 has handed over the Demand Draft to the learned Counsel for the Plaintiff, which is accepted by the learned Counsel for the Plaintiff.

3. In view of the above, the learned Counsel for the Plaintiff and Defendant Nos. 1 and 3 submit that the Suit may be decreed in favour of the Plaintiff and against Defendant Nos. 1 and 3 in terms of the Settlement



Agreement.

4. The Plaintiff and Defendant Nos. 1 and 3 are directed to be bound by the terms of the Settlement Agreement. The Suit is decreed in terms of the Settlement Agreement agreed between the Plaintiff and Defendant Nos. 1 and 3. Let the Decree Sheet be drawn up accordingly.
5. The Suit and the pending Application(s), if any, stand disposed of against Defendant Nos. 1 and 3.
6. List before the Court on 25.03.2026.

TEJAS KARIA, J

DECEMBER 12, 2025/sms