



\$~16

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 440/2023 & I.A. 11904/2023**

SANDISK LLCPlaintiff
Through: Mr. Prithvi Gulati, Advocate.
versus

VIJAYDefendant
Through: Mr. Ankur Singh, Advocate.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER
24.02.2026

%

1. Learned counsel for the parties submit that the *inter se* disputes have been amicably resolved and settlement terms have been reduced into writing *vide* the Settlement Agreement dated 19.12.2025 under the aegis of the Delhi High Court Mediation and Conciliation Centre.
2. The Settlement Agreement along with the annexures appended therein are available on the file. The terms of settlement have been enumerated in para 5 commencing from para 5(i) to (viii) of the Settlement Agreement.
3. Additionally, paras 6, 7, 9, 10 and 11 are extracted hereunder:

"6. The Second Party undertakes not to commit any breach of the undertakings in this Settlement Agreement in future in any manner whatsoever. In case of any breach by Second Party or its representatives directly under his control or any undertaking made in the present Settlement Agreement, it shall constitute an act of trademark infringement and passing off of the First Party's rights, and the Second Party shall be liable to pay damages as determined by the Hon'ble Court apart from other legal action as per law such as Contempt of Courts Act, 1971.

7. The aforesaid undertakings have been signed by Second Party, Mr. Vijay in his capacity as the Proprietor of Aarav Mobile. The undertakings given herein shall be binding on all the legal heirs, affiliates, sister concerns, employees, principals, business partners, representatives and assigns-in- business of the Second Party. Similarly, Mr. Vishal Vig, constituted attorney of the



Plaintiff, signs this Settlement Agreement on behalf of the Plaintiff fully empowered to bind the Plaintiff to the terms of this Settlement Agreement.

XX

XX

XX

9. That the parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

10. The parties agree that they have arrived at the present Settlement Agreement with their own free will and desire and without any pressure, fraud, force, coercion or undue influence by either of the parties and they undertake to be bound by the terms thereof.

11. The terms of the present Settlement Agreement have been read over and explained to the parties in their vernacular by their respective counsel and the parties have understood and agreed to the same."

4. The Settlement Agreement dated 19.12.2025 alongwith annexures appended thereto, are taken on record. Parties are bound by the terms of settlement as recorded in the Settlement Agreement dated 19.12.2025.
5. The Suit is decreed in terms thereof.
6. Let a decree sheet be drawn up in accordance with the terms of the Settlement Agreement dated 19.12.2025 as enumerated in para 5 of the Settlement Agreement dated 19.12.2025.
7. Since the settlement has been arrived at between the parties under Section 89 of the Code of Civil Procedure, 1908, the plaintiff would be entitled to refund of the Court Fees under Section 16 of the Court Fees Act, 1870, upon completion of formalities.
8. The Suit is decreed and disposed of alongwith all the pending applications.

TUSHAR RAO GEDELA, J

FEBRUARY 24, 2026/Sumit