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

+ CS(COMM) 415/2025, I.A. 11363/2025, I.A. 11364/2025, I.A. 11366/2025 & I.A. 11367/2025

HERMES INTERNATIONAL & ANR.Plaintiffs

Through: Ms. Tusha Malhotra and Ms. Chahat Bhatia, Advocates.

versus

NEOFUSION COMMERCE THROUGH SOLE PROPRIETOR MR.

RISHABH JAIN & ANR.Defendants

Through: Mr. Harshit Khanduja and Mr. Vasu Pandit, Advocates for D-1 & 2.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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06.05.2026

I.A. 12641/2026

1. This is an application under Section 151 of the Code of Civil Procedure, 1908, filed on behalf of the defendants seeking redaction/masking of the identity and personal identifiers of defendant nos.1 and 2 from publicly accessible records.

2. Mr. Harshit Khanduja, learned counsel appearing for defendant nos.1 & 2 states that it is prayed in the application under Order XXIII Rule 3, CPC that the moment the Settlement Agreement is taken on record and the decree is passed under Order XXIII Rule 3 of CPC, the defendant nos.1 & 2 shall be deleted from the array of the parties. However, learned counsel for the defendants states that the present application has been filed seeking redaction/masking of the identity of defendant nos.1 & 2, rather than seeking their deletion from the array of the parties.

3. Keeping in view the aforesaid peculiar facts, the said application is allowed and the identities of defendant nos.1 & 2 are directed to masked.

I.A. 11012/2026 (Under Order XXIII Rule 3 of the CPC)



4. This is a joint application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.

5. Learned counsel for the parties submit that the parties have been able to amicably resolve the disputes out of the Court. The terms of the settlement have been reduced into writing *vide* the Settlement Agreement dated 09.04.2026.

6. The Settlement Agreement dated 09.04.2026 has been appended to the present application. The terms of the settlement contained in paras (I) to (XIII) are extracted hereunder except clauses (VI) and (VII) which are redacted as the parties have agreed to keep the information confidential and undisclosed:

“I. The Third and Fourth Parties jointly undertake to forego use of the three-dimensional shape trademark of the KELLY bag



, the three-dimensional shape mark of



BIRKIN bag, the trademark HERMES, the stylized "H" trademark of the Plaintiffs including the unique



representations and the shape of CONSTANCE Bag, KELLY DEPECHES Bag, EVELYNE Bag, GARDEN PARTY Bag, LINDY Bag, PICOTIN Bag, and SO KELLY Bag, the KELLY BELT and RODEO Bag Charm and any other mark/product and/or any other Intellectual Property Rights belonging to Hermes and deceptively similar to that of First Party and Second Party;

II. The Third and Fourth Parties jointly undertake to not indulge directly or indirectly in any act of commercially making, using, offering for sale, selling or importing, exporting or otherwise using the suit trademarks, online or offline, i.e., three dimensional shape trademark of the KELLY



 , the three-dimensional shape mark of bag

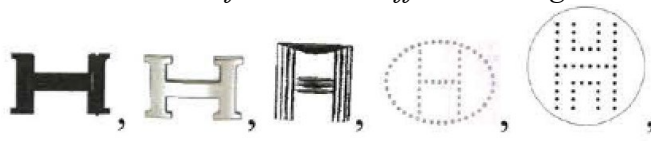
 , the trademark HERMES, the stylized "H" trademark of the Plaintiffs including the unique

representations  , and the shape of CONSTANCE Bag, KELLY DEPECHES Bag, EVELYNE Bag, GARDEN PARTY Bag, LINDY Bag, PICOTIN Bag, and SO KELLY Bag, the KELLY BELT and RODEO Bag Charm, and any other mark and/or any other Intellectual Property Right deceptively similar to that of First Party and Second Party, in respect of any product;

III. The Third and Fourth Parties jointly hereby duly acknowledge and undertake the recognition of the rights of the First Party and Second Party in the suit trademarks, i.e. three dimensional shape trademark of the

 , the three-dimensional shape KELLY bag

 , HERMES, the stylized "H" trademark of the Plaintiffs including the unique representations

 , and the suit products, i.e. BIRKIN Bag, KELLY Bag, CONSTANCE Bag, KELLY



DEPECHES Bag, EVELYNE Bag, GARDEN PARTY Bag, LINDY Bag, PICOTIN Bag, and SO KELLY Bag, KELLY BELT and bag accessories such as RODEO Bag Charm, along with the goodwill and reputation residing in the same;

IV. The Third and Fourth Parties jointly further duly acknowledge that the First Party's and Second Party's suit trademarks, i.e., the three-dimensional shape trademark of the KELLY bag



, the three-dimensional shape mark of



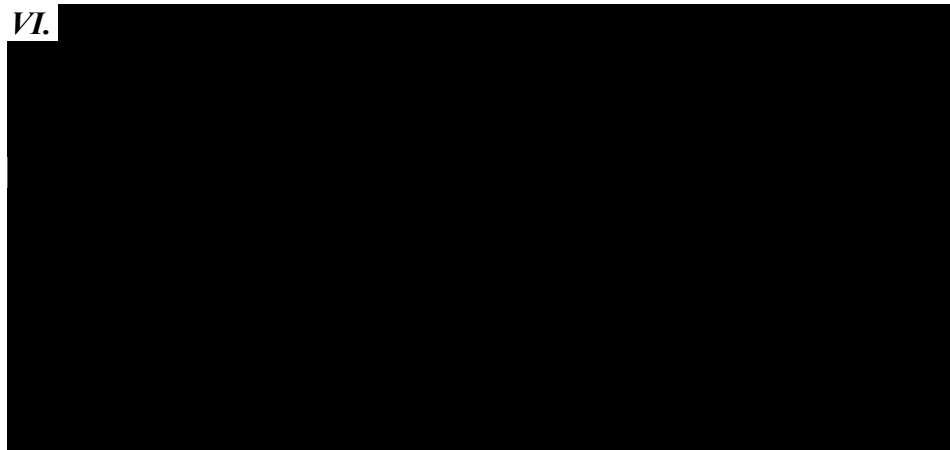
BIRKIN bag, the trademark of Constance



device mark 'H' are distinctive, and well-known in nature in accordance with Section 2(1)(zg) of the Trademarks Act, 1999;

*V. The Third and Fourth Parties jointly undertake to destroy the inventory of the products impugned in the present proceedings, details of which are mentioned at **Annexure C** and the Third and Fourth Parties jointly further represent that they do not have any further inventory, apart from that mentioned at **Annexure C**, for the products impugned in the present proceedings, and proof of such destruction to be furnished to the counsel for the Plaintiffs within 2 weeks of signing of the present settlement agreement;*

VI.





VII.

VIII. In light of the Third and Fourth Party's undertaking in clause V. hereinabove and payment terms recorded in clause VI. hereinabove, the First and Second Party agree to forego their Prayers for rendition of accounts, delivery up, damages and costs as mentioned in Paragraph 118, being prayers (h), (i), G) and (k) of the suit against the Third and Fourth Party, reproduced hereunder:

"Paragraph 118 (h) An order of rendition of accounts of profit illegally earned by the Defendants on account of use of the Plaintiffs ' suit trademarks by the Defendants and a decree be passed in favour of the Plaintiffs of the amount so ascertained.;

Paragraph 118 (i) An order of delivery up by the Defendants of all catalogues, brochures , publicity material, stickers, and all other material bearing the infringing product for the purposes of destruction by the Plaintiffs of the same.;

Paragraph 118 (j) An order directing the Defendants to pay damages, as ascertained by the Hon'ble Court, on account of the infringement of trademarks, passing off and also for the estimated loss of revenue by the Plaintiffs as also the loss of reputation and goodwill owing to the illegal activities of the Defendants including punitive damages .;

Paragraph 118 (k) An order for costs; and"

IX. The , Parties hereby agree that a decree of permanent injunction may be passed by the Hon'ble Court in favour of the First Party and Second Party in accordance with Prayers (a), (b), (c) and (d) in Paragraph 118 of the suit, reproduced hereunder:

"Paragraph 118 (a) An order for permanent injunction restraining the Defendants, their principal officers, servants, agents, their affiliates, subsidiaries, distributors, and all others acting/or and on their behalf from using, including manufacturing, displaying, marketing, advertising, exporting, selling, offering for sale on their own website



<http://www.pinedrew.com> and on their social media websites and <http://www.facebook.com/profile.php?id=100092403661785&sk=photos>, <http://www.instagram.com/pinedrewlifestyle/?hl=en>, and on third-party websites <https://www.instagram.com/pinedrewlifestyle/?hl=en>, and on third-party websites https://www.justdial.com/Delhi/Pine-And-Drew-Karkadooma/011PXX-XXII-231228143657-YIE*_BZDET, <https://www.azafashions.com/designers.com/designers/pine-and-drew/3667?p=2>, https://www.perniaspopupshop.com/pine-drew-brown-vegan-leather-tote-bag-pind042404.html?srsltid=AfmBOoqfupuo88T67-L_FWA2eodspSSOkBG8757vtJADa4iTz9TUSD6V and <https://www.amazon.in/Pine-Drew-Handbag-Capacity-Shoulder/dp/B0CQXCJ9QN>, or any other third party websites, and / or at the offices, stockists and warehouse of the Defendants and/or third parties, the impugned products under identical, deceptively or confusingly similar registered suit trademarks, which are identical, deceptively or confusingly similar to registered suit trademarks of the Plaintiffs vide registration nos. 603312, 71568~2885825 , 3176968, 3158144, 1868608, 3177444, 1459551, 4087260 , 1715604, for any goods and services including bags , wallets, clutches, belts , accessories or any related goods or use the Plaintiffs ' suit trademarks in any manner whatsoever leading to infringement of Plaintiffs ' suit trademarks.;

Paragraph 118 (b) An order for permanent injunction restraining the Defendants, their principal officers, servants, agents, their affiliates, subsidiaries , distributors, and all others acting for and on their behalf from using, including manufacturing, displaying, marketing, advertising, exporting, selling, offering for sale on their own website [http:// www.pinedrew.com/](http://www.pinedrew.com/), and on their social media websites and <https://www.facebook.com/profile.php?id=100092403661785&sk=photos>, <https://www.instagram.com/pinedrewlifestyle/?hl=en>, and on third-party websites https://www.justdial.com/Delhi/Pine-And-Drew-Karkadooma/011PXXII-XXII-231228143657-YIE8_BZDET, <https://www.azafashions.com/designers/pine-and-drew/3667?p=2>, https://www.perniaspopupshop.com/pine-drew-brown-vegan-leather-tote-bag-pind042404.html?srsltid=AfmBOoqfupuo88T67-L_FWA2eodspSSOkBG8757vtJADa4iTz9TUSD6V and <https://www.amazon.in/Pine-Drew-Handbag-Capacity-Shoulder/dp/B0CQXCJ9QN>, or any other third party websites, and / or at the offices, stockists and warehouse of the Defendants and/or third parties, the impugned products which are identical, deceptively or confusingly similar to the suit trademark and including BIRKIN Bag, KELLY Bag, CONSTANCE Bag, KELLY DEPCHEs Bag, EVELYNE Bag, GARDEN PARTY Bag, LINDY Bag, PICOTIN Bag, and SO KELLY Bag, KELLY BELT and RODEO Bag Charm products of the Plaintiffs, and for any



goods and services including bags, wallets clutches, belts, accessories or any related goods or use the said Plaintiff's suit trademarks in any manner whatsoever so as to cause confusion or deception leading to passing to passing off of the Plaintiffs' suit trademarks and products.;

Paragraph 118 (c) An order for permanent injunction restraining the Defendants, their principal officers, servants, agents, their affiliates, subsidiaries, distributors, and all others acting for and on their behalf from all others acting/or and on their behalf from using, including manufacturing, displaying, marketing, advertising, exporting, selling, offering for sale on their own website <http://www.pinedrew.com/>, and on their social media websites and <https://www.facebook.com/profile.php?id=100092403661785> &sk=photos, <https://www.instagram.com/pinedrewlifestyle/?hl=en>, and on third-party websites https://www.justdial.com/Delhi/Pine-And-Drew-Karkardooma/011PX11-XX11-231228143657-Y1E8_BZDET, <https://www.azafashions.com/designers/pine-and-drew/3667?p=2>, https://www.perniaspopupshop.com/pine-drew-brown-vegan-leather-tote-bag-pind042404.html?srsltid=AfmBOoqfupuo88T67-L_FWA2eodspSSOkBG8757vtJADa4iTz9TUSD6V and <https://www.amazon.in/Pine-Drew-Handbag-Capacity-Shoulder/dp/B0CQXCJ9QN>, or any other third party websites, and I or at the offices, stockists and warehouse of the Defendants and/ or third parties, the impugned products which are identical, deceptively or confusingly similar to the Plaintiffs suit trademarks for any goods and services including footwear, bags, wallets, clutches, belts, accessories or any related goods or use the said Plaintiffs' suit trademarks in any manner whatsoever leading to unfair competition and dilution and tarnishment of Plaintiffs' suit trademarks .;

Paragraph 118 (d) An order for permanent injunction directing the Defendants, their principal officers, servants, agents, their affiliates, subsidiaries, distributors, and all others acting for and on their behalf to take down all the listings on the Defendants' own website <http://www.pinedrew.com/>, and on their social media websites and <https://www.facebook.com/profile.php?id=100092403661785&sk=photos>, <https://www.instagram.com/pinedrewlifestyle/?hl=en>, and on third-party websites https://www.justdial.com/Delhi/Pine-And-Drew-Karkardooma/011PX11-XX11-231228143657-Y1E8_BZDET, <https://www.azafashions.com/designers/pine-and-drew/3667?p=2>, https://www.perniaspopupshop.com/pine-drew-brown-vegan-leather-tote-bag-pind042404.html?srsltid=AfmBOoqfupuo88T67-L_FWA2eodspSSOkBG8757vtJADa4iTz9TUSD6V and <https://www.amazon.in/Pine-Drew-Handbag-Capacity-Shoulder/dp/B0CQXCJ9QN>, or any other third party websites, of the impugned products which are identical, deceptively or confusingly similar to the



Plaintiffs' suit trademarks, leading to infringement and passing off of Plaintiffs' suit trademarks and products.;

X. The Parties hereby agree that the First and Second Party shall solely maintain the present suit qua the reliefs sought in Prayers (e), (f), and (g) in Paragraph 118 of the suit and the Third and Fourth Party hereby consent to the continuation of the present suit with respect to the reliefs sought in Prayers (e), (f) and (g) in Paragraph 118 of the suit, reproduced hereunder:

"Paragraph 118 (e) An order of declaration under Section 11 (6) of the Trademarks Act, 1999 declaring the Plaintiffs' three-dimensional



shape mark of the Plaintiffs' "KELLY" Bag under no. 1715605 to be a well-known mark;

Paragraph 118 (f) An order of declaration under Section 11 (6) of the Trademarks Act, 1999 declaring the Plaintiffs' three-dimensional



shape mark of the Plaintiffs' "Birkin" Bag under no. 1715604 to be a well-known mark.;

Paragraph 118 (g) An order of declaration under Section 11 (6) of the Trademarks Act, 1999 declaring the Plaintiffs' H Constance device



mark ' under no. 2885825 to be a well-known mark.;

XI. The Parties hereby agree that the Suit be decreed qua the Third and Fourth Party in terms of the settlement recorded hereinabove.

XII. The Parties agree that clauses VI and VII of the present Settlement Agreement, shall remain strictly confidential and shall not be disclosed to any third party, save and except as may be required by law.

XIII. MISCELLANEOUS

a) In case of default of the provisions of this Settlement Agreement, the other party will have recourse to available remedies under law against defaulting party.

b) This Agreement constitutes the entire agreement between the Parties



hereto with respect to the subject matters hereof and supersedes and replaces any and all prior agreements, communications, representations and understandings between the parties, whether oral or written. This Agreement may not be modified or amended in any manner except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.

c) In the event, any part of this Agreement shall be deemed to be in contravention of law, invalid, or unenforceable, the said part shall be construed as closely as the law shall permit to accomplish its intent and the legality, validity or enforceability of the remaining provisions shall not be affected.

d) The Parties have agreed to the terms of this Agreement with their free will and consent, without any undue pressure, coercion, fraud or influence.

e) The terms of this agreement shall be binding on both the Parties, including their legal heirs, successors, assignees, liquidators, transferees, nominees, agents and any other persons acting for or on behalf of the Parties.

f) The First, Second, Third and Fourth Party warrant and represent to the others with respect to themselves that they have the full right, power and authority to execute, deliver and perform this Agreement.

g) That the present Settlement Agreement shall dispose of all the disputes between the parties thereto with respect to the present suit and the parties shall remain bound by the terms of the Settlement Agreement. The Parties hereto state that they have no further claims, demands against each other as all the disputes and differences between the parties have been amicably settled hereto.

h) That the Parties agree that all the terms and conditions laid out in the present Settlement Agreement have been entered into with a full appreciation of its various clauses and implications.

i) In view of the present Settlement Agreement, the First and Second Party may seek refund of Court fees under Section 16 of the Court Fees Act, 1870 from the Hon'ble Court and the Third and Fourth Party shall have no objection to the same.

j) The parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter any time in future."

7. So far as the clause (V) is concerned, it is stated by the parties that the infringing products have already been destroyed, and the proof thereof by way



of videography was furnished to the counsel for the plaintiff.

8. In terms of the above, the defendant shall file an affidavit of compliance within two weeks from date with an advance copy to the learned counsel for the plaintiff alongwith necessary documents which indicate the proof of such destruction.

9. In terms of the para (VI) and (VII) of the Settlement Agreement, it is directed that the firm M/s Anand and Anand are permitted to remit the amounts stated in para (VI) and (VII) to the plaintiff no.1 in terms of the RBI and FEMA guidelines.

10. This Court has perused the terms of Settlement and finds them lawful. The terms of the Settlement are within the contours of Order XXIII Rule 3 of the Code of Civil Procedure, 1908. There does not seem to be any impediment in case the Suit is decreed in terms of para (I) to (XII) of the Settlement Agreement.

11. The Suit is decreed and disposed of in terms of aforesaid Settlement Agreement dated 09.04.2026 as also the prayers at sub-para (a), (b), (c) and (d) of para 118 of the Suit.

12. Learned counsel for the plaintiffs states that the suit seeks declaration in prayers (e), (f) & (g) of para 118, to the effect that the marks mentioned therein are well known under Section 11(6) of the Trademarks Act, 1999.

13. List for further consideration of this issue on 19.05.2026 in the 'Supplementary List'.

14. The plaintiffs may file the requisite material on record alongwith a note of submissions in support of the aforesaid prayer before the next date of hearing.

TUSHAR RAO GEDELA, J

MAY 6, 2026/kct