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

+ CS(COMM) 420/2025 & I.A. 11449/2025

JOCKEY INTERNATIONAL, INC.Plaintiff

Through: Mr. Shobhit Agarwal and Mr. Prajjwal
Kushwaha, Advocates.

versus

M/S. VISHAL AGENCY & ORS.Defendants

Through: Ms. Bhavika and Mr. Prakhyat Sharma,
Advocates for D-1.

Mr. Kartikeya Tandon, Advocate for
D-2.

Mr. Rishub Kapoor, Advocate for D-3.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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10.04.2026

I.A. 9927/2026 (Under Order XXIII Rule 3, CPC)

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 jointly filed on behalf of the plaintiff and defendant no.2.

2. Learned counsel jointly submit that the *inter se* disputes between the parties have been amicably resolved *vide* an out of Court settlement.

3. The terms of settlement have been reduced into writing and are enumerated in sub-para 2(a) to 2(h) of para 2. The same are reproduced hereunder:

“2. With a view to amicably resolve the matter, the parties have settled the dispute as per the following terms:

a. The Defendant no. 2 undertakes and agrees that it shall not use the mark/name JOCKEY and or any other mark which is identical or deceptively similar to the JOCKEY trade marks of the First Party, as asserted in the Plaint as part of domain name, email ID business papers,



or in any manner in the course of trade, leading to infringement of the Plaintiffs registered trademark JOCKEY.

b. The Defendant no. 2 confirms that they have ceased any and all use of the impugned marks JOCKEY and any other mark identical or deceptively similar to the JOCKEY Trade Marks, whether alone or in combination with any other device or word.

c. The Defendant no. 2 further undertakes that they shall not, at any time in the future, use the JOCKEY Trade Marks and any trade mark, device or logo identical or deceptively similar to any of the JOCKEY Trade Marks, whether by itself or in combination with any other device or word, for any goods or services.

d. The Defendant no. 2 also undertakes, on behalf of themselves and their proprietors, partners, associates, affiliates, assignees in business, licensees, distributors, dealers, stockists, and agents, as applicable, that they shall not manufacture, sell or offer for sale, supply (including through online platform), export, import, or otherwise directly or indirectly deal in articles or any other products bearing the marks JOCKEY, or any other trade mark, device, or logo identical or deceptively similar to any of the JOCKEY Trade Marks, now and in future.

e. The Defendant no. 2 undertakes that they shall not, at any time, indulge in any act of infringement or passing off in relation to any intellectual property rights pertaining to the JOCKEY Trade Marks owned by the First Party, nor shall they engage in any conduct that may, in any manner, harm or dilute the reputation, distinctiveness, or goodwill of the First Party. The Second Party further undertakes that they shall not authorize, enable, assist, facilitate, or encourage any third party to undertake any act that may infringe, violate, or otherwise adversely affect the First Party's intellectual property rights in the JOCKEY Trade Marks).

f. That the Plaintiff confirms and acknowledges the receipt of a lump sum of INR 50,000 (Fifty Thousand only) through a Demand Draft dated 07.01.2026 bearing No. 196471 (Copy of the demand draft is annexed herewith as Document - A) by the Defendant as the token litigation expenses incurred by the First Party in instituting the present suit being No. CS(COMM) 420/2025.

g. That the Parties further agree and undertake to abide by and be bound by all the terms, conditions, and undertakings contained in present Settlement Agreement, and shall not dispute or contravene the same in any manner whatsoever at any point in future. The statements and undertakings made herein by the Parties shall be deemed to constitute their respective solemn undertakings to the Hon'ble Court

h. The statements and undertakings made herein by the Parties shall be



deemed to constitute their respective solemn undertakings to the Hon'ble Court."

4. It is also relevant to reproduce para 3 to 6 of the application hereunder:

*"3. The present application is being signed by Mr. Dinesh Chander Sharma, the authorised signatory of the Plaintiff. On behalf of Defendant No. 2, Mr. Parveen Mahajan Authorized vide Power of Attorney dated 07.12.2025 is signing the present application. Copies of Power of Attorneys, authorising the above-mentioned authorised signatories are being filed along with the present application marked as **Document-B (Colly)**.*

4. The Plaintiff declares that all litigation and other related costs, damages or any other amounts are received by the Plaintiff through its counsel, Anand and Anand advocates, who are authorized to collect these costs on behalf of the Plaintiff and thereafter remit the said funds to the Plaintiff as per the RBI rules, after obtaining permission from the Hon'ble Court. The Plaintiffs legal counsel will remit the abovementioned amount to the Plaintiff in accordance with the laws and regulations after obtaining the requisite permissions from the appropriate authorities.

5. That the Parties further agree and undertake to abide by and be bound by all the terms, conditions, and undertakings contained in present Settlement Agreement, and shall not dispute or contravene the same in any manner whatsoever at any point in future. The statements and undertakings made herein by the Parties shall be deemed to constitute their respective solemn undertakings to the Hon'ble Court.

6. In view of the above settlement terms, the Defendant no. 2 undertakes and agrees that the suit shall be decreed in terms of prayers 61(a) to 61(d) of the Plaint. The Plaintiff agrees to not press the other reliefs against the Second Party"

5. This Court has perused the terms of settlement and finds the same to be lawful. The same are within the contours of Order XXIII Rule 3 of CPC, 1908.

6. There is no impediment in case the suit is decreed in terms of the aforesaid terms of settlement and also in terms of prayers 61(a) to 61(d) of the plaint.

7. The parties shall remain bound by the terms of the settlement.

8. In view of the above, let a decree sheet be drawn up in terms of sub-para 2(a) to 2(h) of the terms of settlement and also para 61(a) to 61(d) of the plaint.

9. The document A and document B appended to the present application is



also taken on record and be read as part and parcel of the present application.

10. The suit is decreed and disposed of along with all the pending applications *qua* defendant no.2.

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11. Learned counsel for the plaintiff and defendant nos.1, 6 and 8 submit that the *inter se* disputes between the parties have been resolved under the aegis of the Delhi High Court Mediation and Conciliation Centre.

12. The terms of settlement have been reduced into writing *vide* three separate Settlement Agreement dated 09.02.2026.

13. Mr. Shobhit Agarwal, learned counsel for the plaintiff submits that except for the different amounts to be paid as full and final settlement, the other terms of settlement are common. Learned counsel also submits that the amounts indicated against each of the Settlement Agreement have already been tendered and received by the plaintiff in terms of the Settlement Agreement.

14. Learned counsel for the plaintiff further submits that by virtue of the terms of settlement contained in para 6, which is *pari materia* in all the three Settlement Agreement dated 09.02.2026, the defendant nos.1, 6 and 8 have agreed and undertaken to hand over the infringing products, seized by the Local Commissioner while executing the commission, to the duly authorized representative of the plaintiff on a mutually convenient date, time and place within a period of two weeks from the date of execution of the present Settlement Agreements.

15. In terms of the said para, the defendants are directed to comply with the terms of the settlement contained in para 6 of all the three Settlement Agreements within a period of two weeks from date.

16. The compliance affidavit shall be filed by the defendant nos.1, 6 and 8 within two weeks thereafter.

17. A copy of the said affidavit shall also be furnished to the learned counsel



for the plaintiff.

18. The Settlement Agreements are taken on record. The parties shall remain bound by the terms of the settlement.

19. Let a decree sheet be drawn up in terms of the Settlement Agreement and also para no. 61(a) to 61(d) of the plaint, which are also reproduced in para 10 of the Settlement Agreement.

20. The suit is decreed and disposed of in above terms.

21. List before the Joint Registrar (Judl.) on the date already fixed i.e. 20.05.2026.

TUSHAR RAO GEDELA, J

APRIL 10, 2026/anj