



\$~55 & 56

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

+ C.O. (COMM.IPD-TM) 230/2025

CASTROL LIMITED

.....Petitioner

Through: Mr. Urfee Roomi, Ms. Janaki Arun, Ms. Anuja Chaudhary and Ms. Angela Arora, Advocates.

versus

KAMLESH SHARMA & ANR.

.....Respondents

Through: Mr. A.K. Goswami, Mr. Prashant Giri and Ms. Anureet Jaggi, Advocates for R-1.
Mr. Jagdish Chandra, CGSC with Ms. Maavya Saxena, Advocates for R-2.

(56)

+ CS(COMM) 472/2025

CASTROL LIMITED

.....Plaintiff

Through: Mr. Urfee Roomi, Ms. Janaki Arun, Ms. Anuja Chaudhary and Ms. Angela Arora, Advocates.

versus

VARISH SHARMA AND ANR.

.....Defendants

Through: Mr. A.K. Goswami, Mr. Prashant Giri and Ms. Anureet Jaggi, Advocates for D-1 and 2.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

%

24.03.2026

I.A. 7876/2026 (Under Order XXIII Rule 3 of the CPC) in C.O. (COMM.IPD-TM) 230/2025

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure (CPC), 1908 filed jointly on behalf of the petitioner and respondent no.1, who is the contesting respondent.

2. Learned counsel submits that the *inter-se* dispute between the parties has been resolved by the settlement talks out of Court. The terms of settlement have



been recorded and reduced into writing and enumerated in para 2(a) to 2(o) of the present application.

3. For convenience, para 2 of the application is extracted hereunder:

“a. This settlement agreement binds the Petitioner, its predecessors-in-business and interest, subsidiaries and related companies, as well as Respondent No. 1, her successors and/or subsequent assigns, or any related entity or concern in which Respondent No. 1 holds a majority of shares, or that is otherwise under the control of the Respondent No. 1.

b. The Respondent No. 1 acknowledges the Petitioner's right, title and interest in the Petitioner's intellectual property around the world, including in India as given below:

i. The Petitioner's Trademarks: Respondent No. 1 acknowledges the Petitioner's right, title and interest in in the marks. CRB, ACTIV, ACTIV Device, CASTROL RX, CASTROL RX Device (all shown below), on and in relation to its engine oil and lubricants.



The above marks are hereinafter collectively referred to as the "Petitioner's Marks".

ii. The Petitioner's Trade Dress of Containers and Labels Affixed to Containers: The Defendants acknowledge the Plaintiffs right, title and interest in the trade dress of the containers shown below, consisting of the distinctive shape and colour combination.





The containers and labels (shown above) are hereinafter collectively referred to as the "Plaintiffs Packaging". The Plaintiffs Marks (as defined in paragraph 2(b)(i) and (ii) above) and the Plaintiffs' Packaging (as defined in paragraph 2(b)(iii)) are, unless otherwise specified, hereinafter collectively referred to as the "Plaintiffs Marks and Packaging".

c. The Respondent No. 1 states that she is the registrant of Registration No. 5082203 for the mark PROCRXACTIVE7 covering the following goods in Class 4: "petroleum products and lubricants included in class 4". The Respondent No.1 's Registration No. 5082203 is hereinafter referred to as the "Impugned Registration". The Impugned Registration is dated August 10, 2021, and was filed on a proposed to be used basis. As per the records of the Registry, the Impugned Registration was entered into the Register of Trade Marks on February 24, 2022.

d. The Respondent No. 1 agrees and consents to the cancellation of the Impugned Registration. The Respondent No. 1 shall not defend, object to, or otherwise challenge the cancellation proceedings initiated by the Petitioner, and shall execute all necessary documents and/or forms, and take all steps as may be required by the appropriate authority to give full effect to the cancellation of the Impugned Registration.

e. The Respondent No. 1 undertakes she will never, whether directly or indirectly, in the future, use:

(i) The PROCRXACTIVE7 mark;

(ii) Any mark/label/packaging that incorporates the PROCRXACTIVE7 mark;

(iii) the Petitioner's Marks and Packaging as defined in 2(b)(ii);

(iv) any mark or packaging similar to the Petitioner's Marks and Packaging, whether alone or in conjunction with other word(s) and/or device(s).

f. The Respondent No. 1 represents that, besides the Impugned Registration, she has not filed, caused to be filed, and/or does not own, any other trademark/ copyright application(s)/registration(s), and will not file/cause to be filed, at any future time, any trademark/copyright application(s), at any future time, for (a) the PROCRXACTIVE7 mark; (b) any mark/label/packaging that incorporates the PROCRXACTIVE7 mark, whether alone or in conjunction with any other word(s) and/or device(s) and/or; (c) any marks/packaging that are identical/deceptively similar to the Petitioner's Marks and Packaging, whether alone or in conjunction with any other word(s) and/or device(s), covering any goods, including, but not limited to, engine oils, lubricants, transmission oil, transmission fluid, gear oil, and/or any allied/cognate/related goods and/or services.



g. The Respondent No. 1 will withdraw any consents, authorizations/permissions/ license, whether written or oral, given to any third parties, to use, exploit or otherwise deal with the Impugned Registration, and shall terminate any existing agreements or arrangements permitting third-party use of the Impugned Registration. The Respondent No. 1 will also, in the future, not give any authorization/permission or create any third-party rights (including assignment, transfer, license, encumbrance) in the Impugned Registration to any third-party;

h. The Respondent No.1 will never, now, or in the future, challenge, or take any action against, the Petitioner's rights in the Petitioner's Marks.

i. The Respondent No. 1 will not hold herself as being related to the Petitioner in any way.

j. The Respondent No.1 will not, whether, directly or indirectly, cause, enable or assist another party to do any of the acts that she is undertaking not to do pursuant to the terms of settlement recorded herein.

k. The Petitioner and the Respondent No. 1 agree to be bound by the terms and conditions of this present settlement agreement and further undertake that they shall neither challenge nor violate the terms and conditions of this settlement agreement.

l. The Petitioner and the Respondent No.1 agree that the Impugned Registration be cancelled from the Trade Marks Register in terms of this present settlement agreement. The parties understand that in case the terms of the agreement are not complied with, or any default is committed by either of the parties, the other party shall be at liberty to approach the appropriate court, and take action against the defaulting party as per law.

m. The Parties agree and give undertaking to this Hon'ble Court to be bound by the terms and conditions agreed herein and also be held for contempt of court under the Contempt of Courts Act, 1971, in case of violation of any of the agreed terms stipulated herein.

n. That by signing this settlement agreement, the parties hereto state that they have no further claims or demands against each other qua the present cancellation petition, and all the disputes and differences have been amicably settled by the parties hereto.

o. That the parties hereto, hereby undertake before the Hon'ble Court that they shall remain bound by the terms of the settlement agreement and shall abide by the terms and conditions set out herein and shall not dispute the same hereinafter in future.”

4. Learned counsel further submits that so far as clause (d) of para 2 of the



present application is concerned, the respondent no. 1 has agreed to cancel the impugned registration and take appropriate steps in that regard.

5. Learned counsel for the respondent no. 1 submits that all the necessary steps in that regard would be taken within two weeks from today.

6. Ms. Maavya Saxena, appearing for the respondent no. 2 i.e., Registrar of Trademarks submits that once the application and other formalities are completed by the respondent no. 1, the cancellation proceedings will be initiated and closed within a period of four weeks thereafter.

7. This Court has perused the terms of settlement as recorded in para 2 of the present application and finds them lawful. The said terms appear to be within the contours of Order XXIII Rule 3 read with Section 151 of CPC.

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

9. The present petition i.e., C.O. (COMM.IPD-TM) 230/2025 along with all pending applications, if any, stands disposed of as settled in terms of the settlement agreement.

10. The date already fixed before the Joint Registrar i.e., 30.03.2026 stands cancelled.

I.A. 7875/2026 (Under Order XXIII Rule 3 of the CPC) in CS(COMM) 472/2025

11. This is a joint application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure (CPC), 1908 on behalf of the plaintiff and defendant nos. 1 and 2.

12. Learned counsel submits that the *inter se* dispute between the parties have been amicably settled. The terms of settlement have been recorded and reduced into writing and enumerated in para 2(a) to 2(w) of the present application, and extracted hereunder:-

“2. The parties submit that during the pendency of the suit, the Plaintiff and the Defendants have arrived at an amicable settlement on the following terms and conditions, without prejudice to their respective rival



contentions:

- a. *This Settlement Agreement shall bind the Plaintiff, its predecessors-in-business and interest, subsidiaries and related companies. This Settlement Agreement shall also bind the Defendant No. 1 in his individual and personal capacity as well as in his capacity as Director of Defendant No. 2, his heirs, successors and assignees, or any related person, entity or concern in which he may be a partner, shareholder, director or hold majority stake, or is otherwise under the control of the Defendant No. 1. This Settlement Agreement shall also bind the Defendant No. 2, its predecessors-in-business and interest, affiliates, subsidiaries and related companies.*
- b. *The Defendants acknowledge the Plaintiff's right, title and interest in the Plaintiff's intellectual property around world, including in India as given below:*
 - i. **The Plaintiff's CASTROL Trademark:** *The Defendants acknowledge the Plaintiff's right, title and interest in the mark CASTROL as well as the CASTROL Device marks (all shown below).*



- ii. **The Plaintiff's Trademarks:** *The Defendants acknowledge the plaintiff's right, title and interest in the marks CRB, ACTIV, ACTIV Device, CASTROL RX, CASTROL RX Device and Oil in Action with Piston Device (all shown below):*



The marks in paragraph 2(b)(i) and (ii) are hereinafter collectively referred to as the "Plaintiffs Marks".

- iii. **The Plaintiff's Trade Dress of Containers and Labels Affixed to Containers:** *The Defendants acknowledge the Plaintiff's right, title and interest in the trade dress of the containers shown below, consisting of the*



distinctive shape and colour combination.



The containers and labels (shown above) are hereinafter collectively referred to as the "Plaintiff's Packaging".

iv. The Plaintiff's Copyright in the Plaintiff's Marks and the Plaintiff's Packaging: *The Defendants acknowledge the Plaintiffs copyright in one or more of the Plaintiffs Marks and the Plaintiff's Packaging.*

The Plaintiffs Marks (as defined in paragraph 2(b)(i) and (ii) above) and the Plaintiffs' Packaging (as defined in paragraph 2(b)(iii)) are, unless otherwise specified, hereinafter collectively referred to as the "Plaintiffs Marks and Packaging".

c. The Defendants state that they were engaged in the manufacture, marketing, and sale of engine oil and lubricants, transmission oil, transmission fluid, gear oil, etc. under the below listed intellectual property. The term 'use' includes, but is not limited to, use on and in relation to engine oil, lubricants, transmission oil, transmission fluid, gear oil and/or any allied/cognate/related goods and/or services, on promotional and advertising material, on listings on third-party business listing websites and e-commerce websites.

(i) Trade Marks used by the Defendants: *The Defendants have used the marks CRX, ACTIVE, ACTIVE Device, CRX Device, CRX ACTIVE Device, PRO CRX ACTIVE, PRO CRX ACTIVE 7 Device, and Oil in*



Action with Piston Device (all shown below) on and in relation to its engine oils, lubricants, transmission oil, transmission fluid, gear oil, etc.



The marks CRX, ACTIVE, ACTIVE Device, CRX ACTIVE Device, PRO CRX ACTIVE, PRO CRX ACTIVE 7 Device, and Oil in Action with Piston Device (as shown above) are hereinafter collectively referred to as the "Defendants' Marks"

(ii) The Defendants' Trade Dress of Containers and labels Affixed to Containers: *The Defendants' engine oil, lubricants, transmission oil, transmission fluid, gear oil, etc., bearing the Defendants' Marks (as defined in paragraph 2(c)(i) above were sold in containers bearing the labels (as shown below):*



The trade dress of the containers and labels shown above are hereinafter collectively referred to as the "Defendants' Packaging". The Defendants' Marks (as defined in paragraph 2(c)(i) above) and the Defendants' Packaging (as defined in this paragraph) are, unless otherwise specified, hereinafter collectively referred to as the "Defendants' Marks and Packaging".

d. The Defendants acknowledge that they have, in the past, used the Defendants' Marks and Packaging on and in relation to engine oil, lubricants, transmission oil, transmission fluid, gear oil, etc. or any allied/cognate/related goods and/or services.

e. The Defendants undertake that they will never, whether directly or



indirectly, in the future, use:

- (i) the Defendants' Marks as defined in paragraph 2(c)(i);*
- (ii) any mark that incorporates the Defendants' Marks, whether alone or in conjunction with any other word(s) and/or device(s);*
- (iii) the Plaintiffs Marks as defined in 2(b)(i) and (ii);*
- (iv) any mark similar to the Plaintiffs Marks, whether alone or in conjunction with other word(s) and/or device(s);*
- (v) the Defendants' Packaging as defined in 2(c)(ii);*
- (vi) the Plaintiff's Packaging as defined in 2(b)(iii);*
- (vii) any packaging similar to the Plaintiff's Packaging;*

on and in relation to engine oil, lubricants, transmission oil, transmission fluid, gear oil, or any allied/cognate/related goods and/or services.

f. The Defendants undertake that they will, at their own cost, take down all of their online listings, including listings on all third-party business listing websites and social media platforms, bearing reference to (a) the Defendants' Marks and Packaging; (b) any mark/packaging/label that incorporate the Defendants' Marks and Packaging, whether alone or in conjunction with any other word(s) and/or device(s); and/or (c) any marks/packaging that are identical/deceptively similar to the Plaintiffs Marks and Packaging, whether alone or in conjunction with any other word(s) and/or device(s). The Defendants also undertake to never in the future create online listings, including listings on any third party business listing websites, containing use of/reference to the above-mentioned marks or packaging which they undertake to take down in terms of this paragraph.

g. The Defendants undertake to destroy, at their own cost, within ten (10) days from the date of decree of the civil suit by the Hon'ble High Court of Delhi, the engine oil containers/bottles, lubricant containers/bottles, transmission oil containers/bottles, transmission fluid containers/bottles, gear oil containers/bottles, etc., packaging material (including cardboard boxes), advertising and/or promotional materials, including any unfinished products, as well as any other business incidentals, bearing (a) the Defendants' Marks and Packaging; (b) any mark/packaging/label that incorporates the Defendants' Marks and Packaging; and/or (c) any mark/packaging/label that is identical/deceptively similar to the Plaintiffs Marks and Packaging, including the goods seized during the search and seizure conducted by the learned Local Commissioner at the Defendants' premises on May 17, 2025. The Defendants also undertakes that the



Defendants will carry out this destruction of the infringing goods in the presence of a representative of the Plaintiff.

h. The Defendants acknowledge that they have filed two (2) trade mark applications, namely, Application No. 4142656 to register the mark CRXACTIVE covering goods in Class 4 (filed on April 9, 2019), and Application No. 7405690 to register the mark ALFA CRX PROTECTIVE 7 Device (shown below) covering goods in Class 4 (filed on December 17, 2025).



i. The Defendants undertake that within ten (10) days from the date of decree of the civil suit, the Defendants will, at their own cost, withdraw Application Nos. 4142656 and 7405690, and will provide a copy of the withdrawal requests to the Plaintiffs counsel, Sujata Chaudhri IP Attorneys within two (2) working days from the date of such filings.

j. The Defendants undertake that besides Application Nos. 4142656 and 7405690, they have not filed, caused to be filed, and/or do not own, any other trademark/copyright application(s)/registration(s), and will not file/cause to be filed, at any future time, any trademark/copyright application(s), for (a) the Defendants' Marks and Packaging; (b) any marks/packaging/label that incorporate the Defendants' Marks and Packaging, whether alone or in conjunction with any other word(s) and/or device(s) ; and/or (c) any marks/packaging that are identical/deceptively similar to the Plaintiffs Marks and Packaging, whether alone or in conjunction with any other word(s) and/or device(s), covering any goods, including, but not limited to, engine oil, lubricants, grease, transmission oil, transmission fluid, gear oil, etc, and/or any allied/cognate/related goods and/or services.

k. The Defendants will never, now, or in the future, challenge, or take any action against, the Plaintiffs rights in the Plaintiffs Marks and Packaging.

l. The Defendants will not hold themselves as being related to the Plaintiff in any way.

m. The Defendants will not, whether, directly or indirectly, cause, enable or assist another party to do any of the acts that it is undertaking not to do pursuant to the terms of settlement recorded herein.

n. The Defendants undertake to pay the Plaintiff a sum of INR 3,50,000/- (Rupees Three Lakhs Fifty Thousand only) towards reimbursement of the costs incurred in pursuing the present litigation against the Defendants and their infringing use of the Defendants' Marks and Packaging.



o. The Defendants state that they will make the payment, in instalments, in the following manner:

Payment	Payable on
INR 1,00,000	13.02.2026
INR 1,00,000	13.03.2026
INR 1,50,000	28.04.2026

p. The Defendants undertake to remit the amount stated above in the bank account provided below:

Name: Sujata Chaudhri IP Attorneys
Bank Name: Axis Bank Ltd.
Current Account No: 914020022909462
IFSC Code: UTIB0001149

q. The Plaintiff and the Defendants agree to be bound by the terms and conditions of this present settlement agreement, and further undertake that they shall neither challenge nor violate the terms and conditions of this settlement agreement.

r. In the event the Defendants, or any related person, entity or concern, breach the terms of the present settlement agreement and use/continue to use (a) the Defendants' Marks and Packaging; (b) any marks/packaging/label that incorporate the Defendants' Marks and Packaging, whether alone or in conjunction with any other word(s) and/or device(s); and/or (c) any marks/packaging that are identical/deceptively similar to the Plaintiffs Marks and Packaging, whether alone or in conjunction with any other word(s) and/or device(s), they shall be liable to pay the Plaintiff liquidated damages amounting to INR 20,00,000/- (Rupees Twenty Lakhs Only) and reimburse the complete costs incurred by the Plaintiff in acting against them. Such liquidated damages and costs shall be in addition to any damages, awards, and costs of equitable relief to which the Plaintiff may be entitled with respect to the breach of these settlement terms.

s. The Plaintiff and the Defendants agree that a decree may be passed by the Hon'ble Court in terms of this present settlement agreement. The parties understand that in case the decree so passed by the Hon'ble Court is not complied with or any default is committed by either of the parties, the other party shall be at liberty to execute the said decree against such defaulting party in the court of law.

t. The Hon'ble Court may consider refund of the court fees to the Plaintiffs counsel in terms of Section 16 of the Court Fees Act, 1870 read with



Section 89 of the Code of Civil Procedure, 1908.

u. The parties agree and give undertaking to this Hon'ble Court to be bound by the terms and conditions agreed herein and also be held for contempt of court under the Contempt of Courts Act, 1971, in case of violation of any of the agreed terms stipulated herein.

v. That by signing this settlement agreement, the parties hereto state that they have no further claims or demands against each other qua the present suit and all the disputes and differences have been amicably settled by the parties hereto.

w. That the parties hereto, hereby undertake before the Hon'ble Court that they shall remain bound by the terms of the settlement agreement and shall abide by the terms and conditions set out herein and shall not dispute the same hereinafter in future.”

13. Learned counsel submits that as per clause (f) of para 2 of the application, the defendants have undertaken that they would, at their own cost, take down all the online listings including listings on the third party business listing websites and social media platforms, as enumerated therein.

14. Learned counsel for the defendants undertakes to comply with clause (f) of para 2 of the application within a period of 45 days.

15. As per clause (g) of para 2, the defendants have undertaken to destroy products and materials at their own cost within 10 days from date.

16. As per sub clause (i) of para 2, defendants have undertaken to withdraw Application Nos. 4142656 and 7405690 within 10 days from the date of the passing of the decree. They have also undertaken to provide a copy of the said withdrawal request to the counsel for the plaintiff within two working days from the date of such filing.

17. In terms of clause 2 (n) and 2 (o), the defendants have undertaken to pay to the plaintiff a sum of Rs. 3,50,000/- towards reimbursement of the costs incurred in the present litigation. The manner in which the installments are to be paid is detailed in clause (o) of para 2.

18. Learned counsel for the plaintiffs confirms the receipt of the first two



installments of Rs. 1,00,000/- each, which have been paid by the defendants to the plaintiffs. The remaining amount of Rs. 1,50,000/- is to be paid by 28.04.2026. The defendants are directed to ensure that the remaining balance of Rs. 1,50,000/- is to be deposited in the account specified in sub clause (p) of para 2 on or before 28.04.2026.

19. The defendant is directed to file an affidavit of compliances within four weeks from as and when the aforesaid compliances mature to be complied with. Copy, thereof, be also furnished to the learned counsel for the plaintiff.

20. This Court has perused the terms of the settlement and finds them lawful. The said terms appear to be within the contours of Order XXIII Rule 3 read with Section 151 of CPC. There does not seem to be any impediment in decreeing the suit in the terms thereof.

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

22. Let a decree sheet be drawn up in terms of para 2 (a) to 2 (w) of the application.

23. Court Fees, in terms of Section 16 of the Court Fees Act, 1870, be refunded to the counsel for the plaintiff whose name and bank details are provided in para 2 of the affidavit of Mr. Harshit Gupta, the constituted and the lawful attorney of the plaintiff, upon completion of all formalities as per rules.

24. The suit is decreed and disposed of along with all pending applications in terms thereof.

25. The date already fixed before the Joint Registrar i.e., 30.03.2026 stands cancelled.

26. The date already fixed before the Court i.e., 07.04.2026 stands cancelled.

TUSHAR RAO GEDELA, J

MARCH 24, 2026/Sh