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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 823/2025 & I.A. 19550/2025**
IMPRESARIO ENTERTAINMENT AND HOSPITALITY PVT.
LTD.Plaintiff

Through: Ms. Shikha Sachdeva and Ms. Kriti
Rathi, Advocates.

versus

M/S. ASB FOODSDefendant
Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER
23.12.2025

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I.A. 32531/2025

1. This is a joint Application on behalf of the Plaintiff and the Defendant under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The learned Counsel for the Plaintiff submits that during the pendency of the present Suit, the Plaintiff and the Defendant have agreed to amicably resolved and settled the dispute on the Settlement Terms as under:

“A. The Defendant acknowledges that the Plaintiff is the prior adopter, user and registered proprietor of the trade mark ‘SOCIAL’ and all its variants, as have been mentioned in the Plaint or otherwise;

B. The Defendant acknowledges the fame and reputation of the aforesaid trade marks in India and undertakes never to challenge the rights of the Plaintiff with respect to the above trade marks and/or any formatives thereof at any time, in any proceedings in the courts of law or otherwise, anywhere in the world, including in India;



C. The Defendant further undertakes to this Hon'ble Court that the Defendant, its directors, principals, proprietors, partners, employees, agents, distributors, franchisees, representatives and assignees (a reference to assignees will hereinafter include any associated and/or group company of the Defendant) and/or any other person/entity acting on its behalf will, with immediate effect, do as under:

i) refrain from using the trade mark 'SOCIAL' and/or any other trade mark identical/ deceptively similar to the Plaintiff's trade mark 'SOCIAL' either as a trade mark, trade name/ corporate name, domain name, social media handles or any part thereof and/or in any other manner whatsoever, including representing it a manner identical/ deceptively similar to the Plaintiff's trade mark 'SOCIAL', so as not to infringe the Plaintiff's trade mark, copyright and/or pass off its goods/services or business as and for the goods/services or business of the Plaintiff for all times to come;

ii) undertake that they have discontinued the use of the Plaintiff's trade mark 'SOCIAL' as directed by this Hon'ble Court and undertake never to use the same and/or any other identical/ deceptively similar trade mark or trade name in any manner whatsoever for all times to come;

iii) undertake that they have discontinued advertising the impugned trade mark 'THE SOCIAL SIP/ THE SOCIAL SIP



DINE & LOUNGE/ and/or any other trade mark identical/ deceptively similar to the Plaintiff's trade mark 'SOCIAL' on Zomato, Swiggy and/or through any other online or offline channels that it may have advertised the impugned trade mark with immediate effect;

iv) undertakes to have filed appropriate request for withdrawal of the trade mark application bearing number



6667392 in Class 43 for the trade mark “

v) never apply for the registration of the trade mark ‘THE SOCIAL SIP/ THE SOCIAL SIP DINE & LOUNGE/



’ or any other trade mark comprising of the word ‘SOCIAL’ and/or any other trade mark identical/ deceptively similar thereto, for all times to come, either in India or anywhere else in the world;

vi) never oppose and/or challenge any application filed by the Plaintiff for the trade mark ‘SOCIAL’ and/or any other trade mark bearing the word ‘SOCIAL’ as part thereof and its variants in India or anywhere else in the world;

vii) shall not open or operate any restaurant/café/bar/cloud kitchen, in India or anywhere in the world, under the trade mark/ trade name “THE SOCIAL SIP/ THE SOCIAL SIP



DINE & LOUNGE/ and/or comprising of the word “SOCIAL” as a part thereof and/or using any other indicia to show that it is in any manner connected and/or affiliated with the Plaintiff or its business;

viii) refrain from advertising the impugned trade mark or any other trade mark containing the Plaintiff’s trade mark ‘SOCIAL’ and/or any other mark identical/deceptively similar thereto for all times to come, whether online or offline;

ix) refrain from adopting any domain name/ social media handle in which the Plaintiff’s trade mark ‘SOCIAL’ and/or any other deceptively similar trade mark is a part thereof;



D. The Defendant shall suffer a decree in accordance with prayer A of the Plaint;

E. The Defendant further states on solemn oath before this Hon'ble Court as under:

i) that they shall never advertise the impugned trade mark 'THE SOCIAL SIP/ THE SOCIAL SIP DINE & LOUNGE/



'and/or any other trade mark deceptively similar to the Plaintiff's trade mark 'SOCIAL' for all times to come, whether through online or offline channels; and

ii) that they are not in any manner using and/or selling any product and/or offering any service under the mark 'THE SOCIAL SIP/ THE SOCIAL SIP DINE & LOUNGE/



' and/or any other trade mark in which 'SOCIAL' forms a part of and/or any other trade mark identical/ deceptively similar to the trade mark 'SOCIAL' anywhere in the world and undertakes never to do so for all times to come; and

iii) that the Defendant undertakes to pay the Plaintiff a sum of INR 2,50,000/- (Rupees Two Lacs and Fifty Thousand) towards legal costs incurred in the matter on account of the wrongful use of the trade mark 'SOCIAL' by the defendant, which shall be payable by way of Demand Draft bearing No. 082300 drawn on HDFC Bank dated 06.11.2025."

3. In view of the above, the learned Counsel for the Plaintiff requests that the Suit may be decreed in terms of the aforesaid Settlement Terms agreed between them.

4. The Parties are directed to be bound by the above-quoted Settlement Terms.

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5. The Application stands disposed of.

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6. In view of the above Order passed in I.A. 32531/2025, the present Suit is decreed in the aforesaid Settlement Terms. Let the Decree Sheet be drawn up accordingly.

7. The Suit and the pending Application(s), if any, stand disposed of.

8. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.

9. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

10. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon

TEJAS KARIA, J

DECEMBER 23, 2025

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