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

CNR No. DLHC010679822024

+ **C.A.(COMM.IPD-TM) 70/2024**

M/S WALLOP BREWING PRIVATE LIMITEDAppellant

Through: Mr. Sharabh Shrivastava and Ms.
Suva Batabyal, Advocates.

versus

THE REGISTRAR OF TRADE MARKS, NEW DELHI

.....Respondent

Through: Ms. Avshreya Pratap Singh Rudy,
CGSC with Ms. Usha Jamnal, Ms. Nyasa Sharma,
Mr. Ankit Khatri and Mr. Abhinav Mall,
Advocates.

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CNR No. DLHC010679832024

+ **C.A.(COMM.IPD-TM) 71/2024**

M/S WALLOP BREWING PRIVATE LIMITEDAppellant

Through: Mr. Sharabh Shrivastava and Ms.
Suva Batabyal, Advocates.

versus

THE REGISTRAR OF TRADE MARKS, NEW DELHI

.....Respondent

Through: Ms. Avshreya Pratap Singh Rudy,
CGSC with Ms. Usha Jamnal, Ms. Nyasa Sharma,
Mr. Ankit Khatri and Mr. Abhinav Mall,
Advocates.

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CNR No. DLHC010743432024



+ C.O. (COMM.IPD-TM) 218/2024

WALLOP BREWING PRIVATE LIMITED

.....Petitioner

Through: Mr. Sharabh Shrivastava and Ms.
Suva Batabyal, Advocates.

versus

TASTESHOP PRIVATE LIMITED & ANR.

.....Respondents

Through: Mr. Ankit Sahni, Mr. Chirag
Ahluwalia and Mr. Mohit Maru, Advocates for
R-1.

Ms. Nidhi Raman, CGSC with Ms. Nikita Singh,
Advocate for R-2.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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30.07.2026

C.O. (COMM.IPD-TM) 218/2024

1. This petition is filed on behalf of the Petitioner under Sections 47 and 57 of the Trade Marks Act, 1999 for cancellation of impugned registration bearing no. 3832320 in Class 32 in respect of word mark KAMPAI in favour of Respondent No. 1.

2. During the pendency of the petition, parties were referred for mediation before the Delhi High Court Mediation and Conciliation Centre, where Petitioner and Respondent No. 1 have amicably resolved their *inter se* disputes and executed a Settlement Agreement dated 06.05.2026, copy of which has been placed on record. The terms of settlement are as follows:-

“1. The first Party hereby agrees and undertakes to cease all use of the trade mark 'KAMPAI and/or its variants including but not limited to KAMPAI SHOP,



in respect of any goods and/or services whatsoever, within one month from the date of execution of this Agreement.

2. The First Party declares that that it has already filed appropriate applications / forms before the Ld. Registrar of Trade Marks to withdraw all of its trade mark applications filed seeking registration for "CAMPAL" and/or any CAMPAL formative marks in India.

3. The Second Party agrees and undertakes to never object to any existing and/or future trade mark application/registration and/or use of the mark 'QAMPIE' and/or any 'QAMPIE' formative mark(s) by the First Party, in so far as, the said use and/or adoption by the First Party pertain to manufacturing/offering for sale / marketing / and sale in respect Beers and /or Beer coolers and/or a Taproom in respect to QAMPIE branded beers and/or beers based coolers subject to the First Party not operating in existing locations at DLF promenade Mall, Vasant Kunj, New Delhi and/or Worldmark, Aerocity, New Delhi, until the Second Party is actively operating therefrom.

4. The First Party agrees and undertakes not to use the mark "QAMPIE a standalone manner whatsoever in respect of a Pan-Asian restaurant and/or hotel.

5. The Parties mutually agree and undertake not to use their respective marks "KAMPAL" and "QAMPIE" in any manner which has any similarity including but not limited to colour scheme, artwork, font, or other visual/ distinctive elements.

6. The Parties agree to pray to the Hon'ble Court to dispose of the said Petition in terms of this Agreement.

7. The present agreement is being signed by the Authorized Representatives of the Parties and the same shall be binding on the Parties, their assigns, in business, partners, directors, co-trustees, affiliates, relatives, distributors, licensees, suppliers, agents, and any other person or entities claiming rights through or under it or on its behalf, for all times to come.

8. The Parties agree that the Settlement Agreement has been arrived at voluntarily and with free consent of the Parties. The Parties further agree that they have executed the present Settlement Agreement by their free will and volition without any force or pressure from anybody.

9. The Parties undertake to present themselves before the Hon'ble Court during the court hearing, confirming the terms of Settlement Agreement.

10. The Parties acknowledge and agree that no alteration to or variation of the present Settlement Agreement shall take effect unless and until the same is in writing and signed on behalf of the Parties through their respective duly authorized representatives."

3. Court has perused the terms of settlement and finds the same to be lawful. Petition is disposed of in terms of the settlement between the parties. Needless to state the Settlement Agreement dated 06.05.2026 shall form a



part of this order and terms thereof shall bind the parties thereto.

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4. In light of the Settlement Agreement dated 06.05.2026, counsel for the Appellant, on instructions, seeks to withdraw these appeals.
5. Appeals are disposed as withdrawn.
6. Pending applications stand disposed of.

JYOTI SINGH, J

JULY 30, 2026
S.Sharma