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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1029/2025 & I.A. 24230/2025**

BASF SE

.....Plaintiff

Through: Mr. Naqeeb Nawab, Mr. Prakhar Singh,
Ms. Sanandika and Mr. Vibhav Singh,
Advocates.

versus

ULINK AGRITECH PRIVATE LIMITED

.....Defendant

Through: Ms. Malvikka, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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27.04.2026

I.A. 4319/2026 (Under Order XXIII Rule 3, CPC)

1. This is a joint application filed on behalf of the parties under Order XXIII Rule 3 of the Code of Civil Procedure, 1908.
2. Learned counsel for the parties submit that the *inter se* disputes have been amicably settled. The terms of settlement have been reduced into writing and are enumerated in paras 5 and 6 of the present application.
3. The said settlement terms are extracted hereunder:

“5. The parties have now decided to amicably resolve the disputes involved in the present suit without prejudice to any of their rights and contentions as available under law, on the agreed terms set out herein under:

5.1 The Defendant (which term hereinafter includes its directors, proprietors, partners, principals, employees, agents, franchisees, representatives, legal heirs, assigns and successors in business as the case may be, jointly as well as severally) admit that the Plaintiff (a term that includes its predecessors-in-business, interest and title, subsidiaries, licensees and affiliates is the lawful proprietor of the TYNZER Marks.

5.2 The Defendant hereby undertakes before this Hon'ble Court that the



Defendant has discontinued any and all use and do not have any intention to use the Impugned Marks 'ENTYZER' and 'एंटाईज़र' or any other Trade Mark that may be phonetically, visually, structurally and deceptively similar to the Plaintiffs TYNZER Marks, so as to cause infringement or passing off of the Plaintiffs TYNZER Marks, in any manner whatsoever and undertake that it shall neither directly nor indirectly hereinafter use or advertise the Impugned Marks 'ENTYZER' and 'एंटाईज़र' or any other mark, sign, device, logo, symbol, domain name or trade name which are identical and/ or deceptively similar to the Plaintiffs TYNZER Marks, in any manner whatsoever, including but not limited to, on its own website(s), on social media platforms and/or third party portals.

5.3 The Defendant also hereby undertakes to never directly or indirectly, use, carry on business, manufacture, sell, import, export trade, deal, and/or assist in the sale of any products/services and/or advertise and/or advertise or cause to be advertised either directly or indirectly, any goods/services under the Impugned Marks 'ENTYZER' and 'एंटाईज़र', or any other mark, device, logo, domain name or trade name which are identical and/ or deceptively similar to Plaintiffs TYNZER Marks in any manner whatsoever, nor shall it indulge into any other act, which may amount to infringement or abet others in the infringement of the Plaintiffs TYNZER Marks or which may amount to passing off the goods and services of the Defendant as those of the Plaintiff or authorized by the Plaintiff.

5.4 The Defendant affirms to this Hon'ble Court that it has not filed or caused to be filed any trademark and/or copyright application for the Impugned Marks 'ENTYZER' and 'एंटाईज़र' and/or any other identical and/ or deceptively similar marks/ sign/ device/ symbol/ logo/ domain name or trade name to the TYNZER Marks, anywhere in the world. The Defendant further undertakes to this Hon'ble Court that it shall not file any trademark or copyright under the Impugned Marks 'ENTYZER' and 'एंटाईज़र', and/or any other identical and/ or deceptively similar marks/device/logo/ sign/ symbol/ domain name or trade name in the future, for any products/services, anywhere in the world which are identical and/ or deceptively similar to Plaintiffs TYNZER Marks.

5.5 The Defendant confirms having removed or delisted from its website(s), social media profiles, e-commerce listings, etc. all reference to the Impugned Marks 'ENTYZER' and 'एंटाईज़र' and/or any other marks/ label/ sign/ trade name/ device/ or domain name, which are identical and/ or deceptively similar to the Plaintiffs TYNZER Marks.

5.6 The Defendant confirms that it has made its best efforts to remove all references to the Impugned Marks 'ENTYZER' and 'एंटाईज़र' from its premises, website(s), social media profiles, e-commerce listings, and all other platforms under its control. In case the Plaintiff comes across any



such reference, the Plaintiff can inform the Defendant about the same, and the Defendant would expeditiously remove the same. Any such communication can be sent to Defendant on its email id legal@agrostar.in.

5.7 The Defendant has assured the Plaintiff that it has stopped using, manufacturing, marketing, distributing, retailing, exporting and/or supplying any products/ materials bearing the Impugned Marks 'ENTYZER' and 'एंटीज़र' and is not in possession of any products or allied materials bearing the Impugned Marks 'ENTYZER' and 'एंटीज़र'. The Defendant further undertakes that if any offending products are found in its possession in the future [or if the Defendant is offering any products and/or services under the Impugned Marks 'ENTYZER' and 'एंटीज़र'], it shall be liable for damages and other remedies available to the Plaintiff, including contempt proceedings.

5.8 The Plaintiff acknowledges that the Defendant is presently using the trade mark Agrostar ENVEXA to sell its products i.e., a plant growth regulator with the active ingredient- Topramezone, which is distinct and not identical or deceptively similar to the Plaintiffs TYNZER Marks.

5.9 The parties agree that prayers sought in the suit, inter alia, in prayer clauses 88 (a), (b) and (d) of the suit, shall stand satisfied on passing of a decree in terms of the above undertakings set out in this paragraph.

6. In consideration of the undertakings tendered by the Defendant hereinabove, the Plaintiff agrees to forego the relief(s) of delivery up, damages, rendition of accounts and cost of the proceedings against the Defendant in Para 88 (c), (e), (f), (g), and (h) of the prayer clause of the Plaint."

4. It may also be relevant to reproduce para 7 to 9 of the application hereunder:

"7. The above undertakings have been tendered by the Defendant through its Authorised Representative Ms. Rukhsar Mulani willingly and voluntarily without any undue influence, force, coercion, etc. and has been accepted by the Plaintiff through Mr. Sarvesh Patel (authorised representative of the Plaintiff) who is fully empowered to act on behalf of the Plaintiff in the present proceedings. The undertakings shall be legally binding upon the parties (which term includes its directors, proprietors, partners, principals, employees, agents, distributors, franchisees, representatives, legal heirs, assigns and successors in business as the case may be, jointly as well as severally) for all times to come.

8. That the Hon'ble Court may consider refunding full court fees to the Plaintiff in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the CPC, 1908.



9. That the Plaintiff and the Defendant undertake that they are bound by this Joint Settlement Application and further undertake to abide by the terms and conditions set out in the Joint Settlement Application and not to dispute the same hereinafter in future.”

5. This Court has perused the terms of settlement and finds them lawful. The said terms of settlement are within the contours of Order XXIII Rule 3 of Code of Civil Procedure, 1908.
6. Learned counsel state that the compliances required are complete.
7. The parties shall remain bound by the terms of settlement.
8. There is no impediment in case the suit is decreed in terms of paras 5 and 6 of the terms of settlement in the application as also the prayer clauses in para 88 (a), (b) and (d) of the suit.
9. Let a decree sheet be drawn up in terms of para 5 and 6 of the terms of settlement as also the prayer clauses in para 88 (a), (b) and (d) of the suit.
10. The suit is decreed and disposed of in above terms.
11. Court Fees may be refunded to the plaintiff in terms of Section 16 of the Court Fee Act, 1870, upon all formalities being completed in terms of the Rules.

TUSHAR RAO GEDELA, J

APRIL 27, 2026/anj