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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(COMM) 1045/2024**  
**KLUSTER LLC & ANR.** .....Plaintiffs  
Through: Mr. Swapnil Gaur, Advocate.

Versus

**MR. DEVAL RAVINDRABHAI**  
**BAMBHANIYA & ORS.** .....Defendants  
Through: Mr. Abhinav Bhalla, Advocate for D-7.  
Mr. Prabhjot Singh, Defendant No.65  
in person and for D-33.

**CORAM:**

**HON'BLE MR. JUSTICE TEJAS KARIA**

**ORDER**

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**14.10.2025**

**IA No.25606/2025**

1. This is a joint Application filed by the Plaintiffs and the Defendant Nos. 33 and 65 under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908
2. The learned Counsel for the Plaintiffs and the learned Counsel for Defendant Nos. 33 and 65 have submitted that during the pendency of the present Suit, the Plaintiffs, and the Defendant Nos. 33 and 65 have agreed to amicably resolve and settle the dispute on the Settlement Terms as under:

*“(i) The Defendant No.33 and 65 acknowledge that the Plaintiffs is the proprietor of the mark KLUSTER along with the label*

*product*

*and is the creator of the work pertaining to its packaging/trade dress/label*

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*KLUSTER*

KLUSTER/

- (i) *The Defendant Nos.33 and 65 undertake to refrain from manufacturing or authorizing the manufacture, selling, offering for sale, marketing, exporting, importing, retailing, supplying, distributing, exhibiting, promoting, displaying, dealing in and / or using, in any manner whatsoever, any product bearing the impugned trade mark KLUSTER or any mark deceptively similar to the mark KLUSTER.*
- (ii) *The Defendant Nos. 33 and 65 undertake not to use any product packaging/trade dress/label as used by the Plaintiffs as set out in paragraph No. 30 of the Plaint, or any other mark/label or product packaging which is/are identical or deceptively and confusingly similar to the Plaintiffs trade dress/product packaging or part of a label/trade dress/product packaging, or in any other manner whatsoever, in relation to any goods or services, or in relation to any promotional, marketing or advertising material or any other material used or intended to be used for labelling or packaging or for advertising any goods or services, thereby amounting to infringement and passing off the impugned products as that of the Plaintiffs products under its trade mark and trade dress.*
- (iii) *The Defendant Nos.33 and 65 undertake to refrain from reproducing, imitating, copying, adopting, using and/or exploiting the original works of the Plaintiffs including the Plaintiffs label, as mentioned in Paragraph No. 30 of the Plaint, and/or any other copyrighted material of the Plaintiff, by the Defendants in relation to the impugned products, or in any other manner whatsoever, thereby amounting to infringement of the Plaintiffs copyright.*
- (iv) *The Defendant Nos. 33 and 65 undertake to never adopt, use, file or assert any right in the impugned trade mark and trade dress/product packaging/label, or any other mark or label or product packaging which is identical or deceptively and confusingly similar to the Plaintiff s trade mark and trade dress/product packaging/label, as mentioned in the Plaint, or any other mark or label or product packaging which comprises of any element of the Plaintiffs trade mark or trade dress, in relation to any goods or services.*
- (v) *The Defendant Nos. 33 and 65 acknowledge that they had, in the past, collectively effected sales of approximately 4 units of the impugned product. The Defendants have further undertaken and*



*assured that they shall not, henceforth, sell, offer for sale, advertise, or otherwise deal in the impugned goods, nor indulge in any activity, whether directly or indirectly, that may amount to an infringement of the rights of the Plaintiffs.*

(vi) *The Defendant Nos.33 and 65 have paid the Plaintiffs an amount of Rs. 30,000/- as damages and legal cost suffered by the Plaintiffs.”*

3. In view of the above, the Plaintiffs and the Defendant Nos. 33 and 65 have requested that the Suit may be decreed in terms of the aforesaid Settlement Terms agreed between them.

4. Accordingly, the Plaintiffs and the Defendant Nos. 33 and 65 are directed to comply with the Settlement Terms as agreed between them. The Suit is decreed qua Defendant Nos. 33 and 65 in terms of the Settlement Terms agreed between the Plaintiffs and the Defendant Nos. 33 and 65. Let the Decree Sheet be drawn accordingly.

5. The Application stands disposed of.

**TEJAS KARIA, J**

**OCTOBER 14, 2025**

‘gsr’