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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. Krishangopal Abhay and Mr.
Rinku, Advocates for D-4.
Mr. Abhinav Bhalla, Advocate for D-
7.
Mr. Akshay Gupta, D- 57 present in
person.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **05.12.2025**

I.A. No. 30386/2025

1. This is a joint Application filed on behalf of the Plaintiffs and Defendant No. 57 under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The learned Counsel for the Plaintiff and the learned Counsel for Defendant No. 57 submit that during the pendency of the present Suit, the Plaintiff and Defendant No. 57 have amicably arrived at a Settlement on the following Terms:

“(I.) The aforesaid Defendant acknowledge that the Plaintiff is the proprietor of the mark KLUSTER along with the label

Kluster

and is the creator of the work pertaining to its

product packaging/trade dress/label KLUSTER/

Kluster

;



(II.) The Defendant undertakes 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;

(III.) The Defendant undertakes not to use any product packaging/trade dress/label as used by the Plaintiffs as set out in para 30 of the plaint, or any other mark/label or product packaging which is/are identical or deceptively and confusingly similar to the Plaintiff's 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 Plaintiff's products under its trade mark and trade dress;

(IV.) The Defendant undertakes to refrain from reproducing, imitating, copying, adopting, using and/or exploiting the original works of the Plaintiffs including the Plaintiff's label, as mentioned in Paragraph No. 30 of the Plaint, and/or any other copyrighted material of the Plaintiff, by the Defendant in relation to the impugned products, or in any other manner whatsoever, thereby amounting to infringement of the Plaintiff's copyright.

(V.) The Defendant undertakes 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 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 Plaintiff's trade mark or trade dress, in relation to any goods or services.

(VI.) The Defendant has further undertaken and assured that he 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.

(VII.) The Defendant has paid the Plaintiffs an amount of Rs.7,500/- as damages and legal cost suffered by the Plaintiffs.”

3. In view of the above, the Plaintiff and Defendant No. 57 pray that the Suit be decreed in favour of the Plaintiff and against Defendant No. 57 in terms of the above Terms of Settlement.

4. The Plaintiff and Defendant No. 57 are directed to be bound by the Terms of the Settlement and the Suit is decreed *qua* Defendant No. 57 in the aforesaid terms.

5. The Application stands disposed of.

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6. The learned Counsel for the Plaintiff submits that in view of the Order passed in I.A. No. 30386/2025, the present Suit be decreed against Defendant No. 57.

7. Accordingly, the present Suit is decreed against Defendant No. 57 and in favour of Plaintiff in terms of the Settlement Terms arrived at between them.

8. Let the Decree Sheet, *qua* Defendant No. 57 and in favour of the Plaintiff, be drawn up accordingly.

9. The Suit and the pending Application, if any, stand disposed of against Defendant No. 57.

TEJAS KARIA, J

DECEMBER 5, 2025

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