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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1098/2024**
YKK CORPORATIONPlaintiff

Through: Mr. Gaurav Gogia, Mr. Rishabh Gupta
and Mr. Mankaran Singh, Advocates.

Versus

KC SAPRA & ORS.Defendant

Through: Ms. Soni Jha, Advocate for D-3.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **05.12.2025**

I.A. No. 30447/2025

1. The Plaintiff and Defendant No. 3 have jointly filed the present compromise Application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The learned Counsel for the Plaintiff and Defendant No. 3 submit that during the pendency of the present Suit, the Plaintiff and Defendant No. 3 have amicably settled the disputes on the following terms and conditions:

“i) *The Defendant No.3 as such admits the proprietary, statutory and common law rights of the Plaintiff in the trademarks,*

Trademark	Application No.	Classes	Status	Date of Application
	580812	23	Registered	10.09.1992
YKK	580814	25	Registered	10.09.1992
YKK	580815	26	Registered	10.09.1992
	1927329	40	Registered	24.02.2010



	1892888	7,14,16,17	Registered	08.12.2009
	223666	26	Registered	06.08.1964
	6237586	35	Registered	28.12.2023
	1376282	28, 22, 20, 6, 12	Registered	09.08.2005
	1658140	19,37,42	Registered	26.02.2008
	1744270	6,19,37,42	Registered	16.10.2008
	5357205	6,9,20	Registered	30.11.2021
YKK AP FAÇADE	1656751	6, 19, 37, 42	Registered	21.02.2008
	5080250	6, 19, 37, 42	Registered	09.08.2021
	5244849	18, 26	Registered	10.06.2021
	878572	26	Registered	27.09.1999
	6462547	8	Pending	03.06.2024
	6534015	8	Pending	19.07.2024

- ii) In addition to the aforesaid, the Defendant No. 3 also admits and acknowledges the Plaintiffs rights in the following trade dress/packaging (**hereinafter referred to as "Trade dress"**) devised by the Plaintiff:



TRADE DRESS/PACKAGING DEvised BY THE PLAINTIFF



- iii) That the Defendant No.3 agrees and undertakes not to use, sell, solicit, manufacture, market, import, export, display, advertise, or by any other mode or manner dealing in the course of trade in the physical or online market place including by way of export and import, packaging and distributing, counterfeit products of the impugned goods or the impugned goods under the impugned marks/labels YKK/ GKK/ BKK/ YXR/ YKR/ YYK and/or any other word or mark which may be identical with and/or deceptively similar to the said trademarks/labels/trade dress of the Plaintiff.
- iv) That the Defendant No.3 undertakes to provide/ handover to the Plaintiff the impugned goods which were seized during the execution of the Court Commission i.e. a total of 26,650 impugned goods bearing the impugned marks/label in 7 gunny bags.
- v) That the Defendant No.3 as such agrees for suffering the decree of permanent injunction in terms of the Prayer as set out in Para no. 39 (a)(i-iv) of the Plaint.
- vi) The Defendant No. 3 has paid a part of the costs/damages incurred by the Plaintiff towards this legal action, which is estimated to the tune of Rs. 1,20,000 (Rupees One Lakh Twenty Thousand). The details of the payment which has been made in two installments that is enumerated as under:
 - (i). Rs. 60,000/- through Demand Draft No. 521684 dated



08.07.2025.

(ii) Rs. 60,000/- through Demand Draft No. 507018 dated 21.08.2025.

- vii) *The Defendant No.3 agrees and undertakes to disclose the complete supply chain including the complete purchase as well as sales data of the counterfeits as well as infringing YKK/BKK/GKK/YXK/YKR/YYK, other deceptively similar marks/labels to YKK.*
- viii) *The Defendant No. 3 agrees to allow the Plaintiff to undertake and conduct future audit, or surprise inspections to ensure compliance with the instant settlement agreement, and towards the aforesaid, allow peaceful execution of the inspection and cooperation with the audit/ surprise inspection, without interfering with or obstructing the process of audit/inspection in any manner.*
- ix) *The Defendant No. 3 states that it has no pending stocks or any other finished or unfinished materials bearing the impugned marks/labels, as mentioned in the plaint or any trademark/label identical with and/or deceptively, confusingly similar to the plaintiff's said trade mark/labels, trade dress copyright.*
- x) *The Defendant No.3 undertakes to stop indulging in the counterfeiting of the plaintiff's trademarks/labels and further undertakes to, if ever, exclusively deal in authentic YKK zippers under proper invoices from authorized sellers of the Plaintiff's said goods and only deal in authentic/genuine YKK zippers.*
- xi) *The Defendant No. 3 agrees that it will not file any trademark, copyright application identical with and/or deceptively, confusingly similar to that of the Plaintiff's said trademarks/labels/trade dress.*
- xii) *The Defendant No.3 undertakes to this Hon'ble Court that the Defendant No.3 will not use the said trademarks or any other trade mark/labels, copyright identical with and/or deceptively and confusingly similar to the plaintiff's said trademarks/labels as per the Plaint in relation to the said goods and business of the Plaintiff and/or related/allied goods/ businesses including offering services in connection therewith..*
- xiii) *The Defendant No.3 undertakes and acknowledges that any present or future use and/or infringement of any said trademarks*



or labels of the Plaintiff or any failure to abide by the terms of the present Settlement Agreement, shall entitle the Plaintiff to impose penalty and recover damages on account of breach of this undertaking to the tune of INR 10,00,000/- (Rs. Ten Lakhs/-) no questions asked. It is made clear that the right of the Plaintiff to impose a penalty as provided for in the present Clause shall in no way be deemed as a waiver of the rights available to them in law to seek enforcement of the present Agreement or of the decree granted to the Plaintiff basis the present Agreement.

- xiv) *The Parties agree to hold and keep in confidence any and all such information about this Settlement (“Confidential Information”) and not to disclose any Confidential Information about the Settlement or any part thereof to any third party (except as required by law) and shall treat such Confidential Information with the same degree of care and protection as it would treat its own confidential information.”*

3. The Plaintiff and Defendant No. 3 are bound down by the aforesaid Terms of Settlement arrived at between them.

4. The learned Counsel for the Plaintiff further submits that as per Paragraph 3(iv) of the Settlement Terms, Defendant No. 3 has undertaken to provide / handover the goods that were seized during the execution of the Local Commission on 21.12.2024, which comprised of total of 26,650 impugned goods bearing the impugned marks / labels.

5. The learned Counsel for the Plaintiff submits that Defendant No. 3 may be directed to comply with Paragraph 3(iv) of the Settlement Terms in a time bound manner. Accordingly, Defendant No. 3 is directed to comply with the same within a period of six weeks.

6. The Application is disposed of.

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7. The learned Counsel for the Plaintiff submits that in view of the Order



passed in I.A. No. 30447/2025, the present Suit be decreed against Defendant No. 3.

8. Accordingly, the present Suit is decreed against Defendant No. 3 and in favour of Plaintiff in terms of the Settlement Terms arrived at between them.

9. Let Decree Sheet be drawn up accordingly against Defendant No. 3.

10. The Suit and the pending Application, if any, stand disposed of against Defendant No. 3.

TEJAS KARIA, J

DECEMBER 5, 2025

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