



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MS. JUSTICE TARA VITASTA GANJU

REGULAR FIRST APPEAL NO. 1450 OF 2015 (IPR)

BETWEEN:

M/S VISHWANTH SUGAR LTD
(PRESENTLY KNOW AS
M/S VISHWARAJ SUGAR INDUSTRIES LTD)
HAVING ITS REGISTERED OFFICE AT BELLAD
BAGEVADI, HUKKERI TALUK,
BELAGAVI DISTRICT-591 305
REPRESENTED BY
ITS EXECUTIVE DIRECTOR
MR MUKESH KUMAR

...APPELLANT

(BY SRI. J. PRASHANTH, ADVOCATE)

AND:

1. M/S JOHN DISTILLERIES
A COMPANY INCORPORATED UNDER
THE PROVISIONS OF THE COMPANY ACT, 1956
HAVING ITS OFFICE AT NO.110
PANTARATALYA MYSORE ROAD
BENGALURU-39
REPRESENTED BY ITS MANAGER LEGAL
2. M/S VENKATESHWARA DISTILLERIES
YALAHANKA,
BENGALURU-560 084
BY ITS MANAGER

...RESPONDENTS

(BY SRI. VYSAKH KRISHNAN, ADVOCATE FOR



SRI. HARIKRISHNA S HOLLA, ADVOCATE FOR C/R1,
SRI. VIKAS ROJIPURA, ADVOCATE FOR R2)

THIS RFA IS FILED UNDER SEC.96 OF CPC., AGAINST THE JUDGMENT AND DECREE DATED 28.07.2015 PASSED IN O.S NO.4788/2009 ON THE FILE OF THE XVIII ADDL. CITY CIVIL AND SESSIONS JUDGE, BENGALURU, (CCH NO.10), DECREETING THE SUIT FOR PERMANENT INJUNCTION.

THIS APPEAL, COMING ON FOR HEARING, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORAL JUDGMENT

1. The present appeal has been filed seeking to challenge the judgment and decree dated 28.07.2015 in O.S.No.4788/2009 passed by the XVIII Addl. City Civil and Sessions Judge, Bengaluru (hereinafter referred to as the "Impugned Judgment"). By the Impugned Judgment and Decree, the learned Trial Court has decreed the suit filed by the respondent No.1/plaintiff.

2. During the pendency of the appeal, the parties have amicably resolved their disputes. The appellant/defendant No.2 has undertaken not to use the Trade Mark name of



the respondent No.1/plaintiff to manufacture, distribute or sell and promote the products.

3. The salient terms of this Joint Settlement Agreement are set out below:

"2. During the pendency of this Appeal, the Appellant and Respondent have agreed to settle their inter se disputes on the following terms and conditions:

a) The Appellant agrees and undertakes not to use the mark/brand 'Our Choice' with the impugned label, font, packaging, style, border, colour combination, get-up and trade dress as per Respondent's Brand "Original Choice", in whole or in part for any of its products and shall not manufacture, distribute, sell, promote, market, advertise or display 'Our Choice' product/s itself, or through its directors, officers, employees, agents, distributors, suppliers, or any other persons claiming through or under them.

b) The Appellant confirms that they have stopped the manufacture, sale and supply of their products under the Trademark 'Our Choice' in lieu of the long-term registered Lease Agreement dated 18-01-2021 with the Respondent. The said lease agreement is attached herewith as Annexure - A.

c) Clause 8(iii) of the said lease agreement states that all existing trademark litigation proceedings would be settled before the appropriate Courts.



d) This Appeal has hence been settled as per the terms of the registered Lease Agreement dated 18-01-2021.

e) The judgement and decree dated 28.07.2015 passed in O.S.No.4788/2009 by the Hon'ble XVIII Addl. City Civil Judge, Bangalore may be set aside.

f) The Appellant shall withdraw its trademark application if any filed for seeking registration of the mark under the name 'Our Choice', before the Trademarks Registry.

3. The parties have entered into this Agreement voluntarily, without any force, coercion or undue influence, and with full understanding of its terms and consequences.

4. This settlement is binding on both parties, their successors-in-interest, assigns and any person or entity which may acquire the Appellant company any time in future.

5. The Parties have understood the contents of the present settlement, and hereby voluntarily submit the same before this Hon'ble Court."

4. The Joint Settlement Agreement is duly signed by the authorized signatories of both appellant and respondent companies. The Agreement is supported by a Joint Affidavit duly affirmed by the authorized signatories of both appellant and respondent companies. The parties have also placed on record copies of the certified extracts



of the Board Resolutions passed by the respective companies in support of the authority granted to the authorized signatories. The Joint Settlement Agreement with its affidavit and the Board Resolutions which have been placed on record today are taken on record.

5. The parties have undertake that they will abide by and be bound by the terms of the Joint Settlement Agreement dated 24.02.2026.

6. Accordingly, and in view of the settlement between the parties, the appeal is ***disposed of***. All pending applications stand closed.

7. The Impugned Judgment is modified in terms of the settlement entered into between the parties. The Registry is directed to draw up a modified decree in terms of the settlement entered into between the parties.

**Sd/-
(TARA VITASTA GANJU)
JUDGE**

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List No.: 2 Sl No.: 15