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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 106/2018 & I.A. 10192/2010

SOCIETE DES PRODUITS NESTLE S.A & ANR.....Plaintiffs

Through: Mr. Manish Kumar Mishra, Ms.
Akansha Singh & Mr. Saransh Saini,
Advocates.

Versus

M/S SHREE SHANKESHWAR UTENSILS &
APPLIANCES PVT LTD

.....Defendant

Through: Ms. Ishita Suri, Advocate

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

22.09.2025

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I.A. 21780/2025

1. This is a joint Application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 filed by the Parties.
2. The learned Counsel for the Parties submit that the Parties have arrived at a mutual settlement on the following terms:

“(a) The Defendant acknowledges the Plaintiffs to be the proprietor of the trade mark MAGGI and further acknowledges the validity of all the trade mark registrations of the Plaintiffs as enunciated in the plaint.

(b) The Defendant undertakes not to manufacture, sell, offer for sale, advertise, directly or indirectly deal in pressure cookers or any goods/services under the trade mark MAGGISUN or any other trade mark as may be identical to or similar to the Plaintiffs’ trade mark MAGGI, and further undertakes not to advertise MAGGISUN, MAGGI or any other similar trade mark on any media including print, electronic, social media, or on e-commerce platforms in any manner whatsoever now and in future.

(c) The Defendant undertakes to destroy all the pressure cookers or



any other goods, labels, stickers, printed material etc. bearing/ containing the trade mark MAGGISUN, MAGGI or any other similar mark, printing cylinders, their blocks, negatives or dyes, or, equipments used for embossing the marks MAGGISUN/MAGGI on the pressure cookers or any other goods and shall share the photographs to the Plaintiffs or in the alternative handover the same to the Plaintiffs or their representatives within two weeks from the date of recordal of the present settlement application.

(d) The Defendant agrees for cancellation of its Trade Mark Registration No.1163623 for the trade mark MAGGISUN, and accordingly, the Petition No. being C.O.(COMM. IPD-TM) NO. 318 Of 2022 may be allowed which is pending adjudication before this Hon'ble Court.

(e) The Defendant confirms that it has not filed any other trade mark or copyright application pertaining to MAGGISUN or MAGGI and/or their label/packaging or any other trade mark or label/packaging which may be similar either to the trade mark MAGGI or its packaging, and further undertakes to not to file for any trade mark or copyright application pertaining to MAGGISUN or MAGGI and / or their label/packaging or any other trade mark or label/packaging which may be similar either to the trade mark MAGGI or its packaging.

(f) The abovementioned undertaking has been tendered by Sh. Dilip Jain (Defendant), and the same shall be binding on the Defendant, its servants, agents, franchise, assigns in business, dealers, stockist and successor-in-interest, or any person acting on its behalf for all times to come."

3. The learned Counsel for the Plaintiffs, on instructions, submits that the Plaintiffs do not press for the remaining prayers in the Suit, if the Suit is decreed in terms of the Settlement aforesaid arrived at between the Parties.

4. Accordingly, the Application is disposed of.

CS(COMM) 106/2018

5. The Suit is decreed in terms of the Settlement arrived at between the



Parties as recorded above. Let the Decree Sheet be drawn up accordingly.
The Parties are directed to be bound by the terms of the Settlement.

6. The Suit and the pending Application(s) stand disposed of.

TEJAS KARIA, J

SEPTEMBER 22, 2025/‘gsr’