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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Date of Decision: 12th August, 2026**

CNR No. DLHC010489142022

+ **CONT.CAS(C) 1437/2022**

M/S PRAKASH INDUSTRIES LTD.Petitioner

Through: Ms. Yasheswini Sharma, Advocate
with Mr. Rishabh Srivastava, Mr.
Sanjay Aggarwal and Mr. Sahil
Gupta, Advocates
Mob: 9958349040

versus

THE REGISTRAR OF TRADE MARK & ORS.Respondents

Through: Ms. Nidhi Raman, CGSC with Mr.
Akash Mishra, Advocates for R-1
Mob: 9910113783
Email: nidhiraman.office@gmail.com
Mr. Amique Khalid, Advocate for R-
2 and 3.
Mob: 9540753908
Email: amique.khalid@gmail.com

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CNR No. DLHC010004502022

+ **CONT.CAS(C) 16/2023**

PRAKASH INDUSTRIES LIMITEDPetitioner

Through: Ms. Yasheswini Sharma, Advocate
with Mr. Rishabh Srivastava, Mr.
Sanjay Aggarwal and Mr. Sahil
Gupta, Advocates
Mob: 9958349040

versus

MANMOHAN BANSAL & ORS.Respondents

Through: Mr. Anubhav Gupta, Panel Counsel,



2026:DHC:6874



GNCTD (Civil) with Ms. Rashi Aggarwal, Advocates for GNCTD
Mob: 9910623535
Mr. Amique Khalid, Advocate for R-1 and 2.
Mob: 9540753908
Email: amique.khalid@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA
MINI PUSHKARNA, J. (ORAL):

1. The present petitions have been filed alleging wilful disobedience of the order dated 30th November, 2018, passed by the Intellectual Property Appellate Board (“IPAB”) and the consent order dated 27th February, 2017, passed by this Court in *CS(OS) 1562/2015*.

2. This Court notes that *vide* order dated 30th November, 2018, passed by the IPAB, the trademark bearing no. 1800087 of respondent no.1 in *CONT. CAS (C) 16/2023* in Class 35, for the mark, i.e., ‘PRAKASHDEEP’, was cancelled.

3. The said order reads as under:

1. The present rectification has been filed on 18/12/2014 for removal of trade mark No.1800087 in class 35.

2. The applicant had also filed the suit against the respondent No.1 in the Hon'ble High Court of Delhi, New Delhi. Parties have settled their matter. The application under Order 23 Rule 3 read with Section 151 Code of Civil Procedure was filed whereby the undertaking is given by the respondent No.1 not to use the trade mark and also to surrender all the registrations if any of the trade marks.

2. No one appears on behalf of the respondent No.1. In view of the settlement decree was passed against the respondent No.1 and others. The present petition is allowed. The trade mark in question is



rectified/removed from the register of the Trade Marks Registry. Copy of the order be sent to the Trade Marks Registry for taking necessary steps to remove the trade mark from the register.

4. The aforesaid order was passed on the basis of settlement between the parties, terms of which are reproduced in application being *I.A. 2537/2016*, in *CS(OS) 1562/2015*, filed before this Court.

5. The terms of the said settlement as contained in the application, read as under:

“xxx xxx xxx

3. That all the defendants acknowledges and admits that the plaintiff is the registered proprietor of trademarks **PRAKASH** and **PRAKASH GOLD** in respect of various goods, more elaborated in plaint, falling in Classes 06, 09 and 17 of The Trademarks Act and which are registered under The Trade Marks Act, 1999 as detailed in the plaint.

4 That the defendants further admit and acknowledge that the plaintiffs are the registered and legitimate owner of artistic work in respect of Trademark/copyright **PRAKASH** as detailed in the plaint.

5. That the defendants further admit and acknowledge that the Trademark **PRAKASH** is the prominent part of the corporate name of the Plaintiffs Company.



6. That the defendant Nos. 1 to 3 undertake not to use trademark **PARKASHDEEP** and/or **PRAKASH** in respect of 'PVC Pipes, PVC Bends, hope and all kind of plastic & PVC Goods falling in Class: 17' and/or any other deceptively identical and/or similar trademark with or without suffix or prefix for the sale of their respective goods in future.
7. That the defendants further undertake to destroy all the offending counterfeiting labels, wrappers, dies, blocks, containers and any other incriminating material bearing the trademark **PARKASHDEEP** and/or **PRAKASH**.
8. That the defendants further undertake not to engage in the business of manufacturing and marketing of 'PVC Pipes, PVC Bends, hope and all kind of plastic & PVC Goods falling class: 17' under the Trade mark **PARKASHDEEP** and/or **PRAKASH**.
9. That the defendants also undertake not to file any application for registration of Trademarks **PARKASHDEEP** and/or **PRAKASH** or any other identical/deceptively similar trademark to that of



plaintiff's registered trademarks as detailed in the plaint. The defendants further undertake to withdraw the application/s, if any, filed for registration of the trademarks **PARKASHDEEP** and/or **PRAKASH** before the Ld. Registrar of Trademarks under The Trademarks Act 1999 for aforementioned classes or under The Copyright Act for the similar artwork as that of the plaintiff. The defendants further undertake to surrender all the registrations, if any, of the trademarks/copyright **PARKASHDEEP** and/or **PRAKASH** or any other identical/deceptively similar trademark to that of plaintiff's registered trademarks for aforementioned classes or in respect of similar goods.

10. The defendant nos. 1 to 3 further undertake to restrain their principal officers, directors, agents, franchisees, servants, licensees and all others acting for and on their behalf, from making, selling, offering for sale, advertising and in any manner dealing in goods or services using the plaintiff's trademark **PRAKASH** and **PRAKASH GOLD** or any other mark/name which is identical or deceptively similar to the plaintiff's trademark or otherwise and from doing any other thing, whereby directly or indirectly infringing/pirating the plaintiff's trademarks **PRAKASH** and **PRAKASH GOLD**. The compromise would be binding on all legal heirs, successors, and assigns of the defendants. On the basis of the undertaking of the defendants; the plaintiff is ready to forego its claim of rendition of accounts.

xxx xxx xxx”

6. Perusal of the aforesaid clearly shows that in terms of the Settlement,



the respondent herein undertook not to use the trademark 'PRAKASHDEEP' or 'PRAKASH' or file any application for its registration.

7. The said settlement pertains to use of the trademark in Classes 6, 9 and 17.

8. It is to be noted that on the basis of the aforesaid settlement, the rectification petition filed on behalf of the petitioner herein with regard to use of the said mark by the respondents under Class 35 was also allowed, and the trademark under Class 35 as registered by the respondent no.1 in *CONT. CAS (C) 16/2023* under the name 'PRAKASHDEEP' was removed *vide* order dated 30th November, 2018, passed by the IPAB.

9. Subsequently, after the passing of the aforesaid order, the respondents herein renewed the registration under Class 35. Further, respondent nos. 1 and 2 in *CONT. CAS (C) 16/2023* are also stated to have created third party right in the said registration under Class 35 for the mark 'PRAKASHDEEP'.

10. Thus, the present contempt petition has been filed.

11. Clearly, after the settlement between parties, and passing of the order dated 30th November, 2018, there was no occasion for the Registrar of Trade Marks to renew the trademark of the respondent nos. 1 and 2 in *CONT. CAS (C) 16/2023* for the mark, 'PRAKASHDEEP', under Class 35.

12. In response, learned counsel appearing for respondent - Registrar of Trade Marks submits that the mark of respondent nos. 1 and 2, under Class 35 was removed on 19th December, 2022.

13. He draws the attention of this Court to the order dated 18th April, 2023, passed in the present proceedings, where the said fact has been recorded.



14. Paragraph 1 of the order dated 18th April, 2023, reads as under:

“1. Mr. Harish Vaidyanathan Shankar, learned counsel for Respondent no. 1 has entered appearances and he states that trademark bearing registration No. 1800087 has been removed by the registry.

xxx xxx xxx”

15. At this stage, this Court records the statement of learned counsel appearing for the petitioner that despite the aforesaid order of the IPAB and the settlement between the parties, respondent nos. 1 and 2 in *CONT. CAS (C) 16/2023* created third party right in the mark ‘PRAKASHDEEP’ under Class 35.

16. This Court also records the statement made by learned counsel appearing for respondent nos. 1 and 2 that the said transfer in favour of a third party was made in the year 2020.

17. Clearly, the said transfer by the said respondents in favour of the third party was contemptuous in nature, as no third party right could have been created by the respondents in view of the settlement, and the order as aforesaid.

18. Evidently, any transfer made by respondent nos. 1 and 2 in *CONT. CAS (C) 16/2023* for the mark ‘PRAKASHDEEP’ under Class 35, was void.

19. At this stage, learned counsel appearing for respondent nos. 1 and 2 extends unconditional apology before this Court.

20. The aforesaid apology is accepted.

21. Noting the aforesaid, the present petition is accordingly disposed of.

MINI PUSHKARNA, J

AUGUST 12, 2026/ak