



2025:DHC:7026-DB



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

+ **FAO (COMM) 44/2024 & CM APPL. 14188/2024**

M/S. PSYCHOTROPICS INDIA LIMITEDAppellant
Through: Mr. Rishabh Srivastava and Mr.
Sanjay Aggarwal, Advs.

versus

**M/S. DROOLS PET FOOD PRIVATE
LIMITED & ANR.**Respondents
Through: Mr. Karan Singh and Mr.
Prashant Gupta, Advs. for R-1.

**CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA**

JUDGMENT (ORAL)

% **18.08.2025**

C. HARI SHANKAR, J.

1. The dispute between the parties stands settled with the intervention of Delhi High Court Mediation and Conciliation Centre. The settlement agreement dated 15 July 2025 is on record.

2. The terms of the settlement read thus:

1. Subject to the terms of the present Settlement Agreement, the Second Party undertakes to refrain from using the mark "TICK & FLEA".

2. The Second Party agrees and undertakes to discontinue all use of the standalone mark "TICK & FLEA" on its products, labels, packaging, marketing, or promotional material on expiry of a period of three months from the date of execution of this Settlement Agreement.



3. The First Party hereby agrees and confirms that in consideration of the voluntary undertakings tendered by the Second Party in the present Settlement Agreement, it shall not object to the Second Party's use or registration of the expressions (a) "FLEA AND TICK" in any manner whatsoever, and (b) "ANTI TICK AND FLEA" in the manner set out in the present Settlement Agreement.

4. The Second Party has adopted a new packaging in relation to its shampoo for dogs, wherein the word "ABSOLUTE" appears in a font size larger than "ANTI TICK AND FLEA". More specifically, the font sizes of the expressions 'ABOSOLUTE', 'ANTI-TICK & FLEA' and 'SHAMPOO FOR DOGS' are set out hereunder:

EXPRESSION	FONT SIZE
ABSOLUTE	13
ANTI-TICK & FLEA	11
SHAMPOO FOR DOGS	8

5. The First Party has no objection to the Second Party's adoption and use of the afore-noted new packaging or any other packaging or brochures, leaflets or any other promotional material etc. bearing the expressions 'ABSOLUTE', 'ANTI-TICK & FLEA' and 'SHAMPOO FOR DOGS' so long as the said expressions are written in either the exact font sizes or any other font sizes, which are in the same ratio/proportion as the font sizes set out in paragraph 4 above. The First Party confirms and agrees that the Second Party is fully entitled to use:

- i) any other mark in lieu of the mark 'ABSOLUTE' except "TICK & FLEA".
- ii) any other expression in lieu of 'SHAMPOO FOR DOGS'; and
- iii) any font in relation to the expressions 'ABSOLUTE' (or variants thereof), 'ANTI-TICK & FLEA' and 'SHAMPOO FOR DOGS' (or variants thereof) other than the font featuring in the representation of the new packaging, i.e. ANNEXURE-C so long as the font sizes of the expressions 'ABSOLUTE' (or variants thereof), 'ANTI-TICK & FLEA' and 'SHAMPOO FOR DOGS' (or variants thereof) conform with the ratio/proportion of the font sizes as set out in paragraph 4 above.



2025:DHC:7026-DB



6. The First Party shall be at liberty to file an appropriate application before the Hon'ble Court, seeking early hearing and disposal of the Appeal in terms of the present Settlement Agreement, within two weeks from the execution of this Agreement by the Parties and its submission to the Court by the Hon'ble Delhi High Court Mediation Centre.

7. The First Party further agrees and undertakes to file an appropriate application, within two weeks of disposal of the Appeal, placing this Settlement Agreement on record before the Hon'ble Commercial Court at Saket and shall not press for any relief in the Civil Suit save and except for the disposal of the Civil Suit in terms of the present Settlement Agreement.

8. The Second Party agrees and undertakes to file appropriate applications for withdrawal of the two Cancellation Petitions before the Hon'ble High Court of Delhi within two weeks from the date of disposal of the Appeal.

9. The Parties represent and warrant that they have the full authority to enter into this Settlement Agreement and the same has been entered into voluntarily and without any coercion, influence, or misrepresentation.

10. The Parties further undertake to abide by the terms of this Settlement Agreement and agree that in case of breach, the aggrieved party shall be entitled to seek appropriate remedies as available in law, including contempt or execution proceedings.

11. The terms of this Settlement Agreement shall be binding on the Parties, their directors, employees, officers, representatives, successors and assigns for all times to come.

12. By signing this Settlement Agreement, the Parties confirm that all disputes in the Civil Suit, Appeal and Cancellation Petitions have been fully and finally resolved and no further claims or demands shall lie between the parties in respect of the subject matter of FAO (COMM) 44 of 2024, CS (COMM) 577/2022, C.O. (COMM.IPD-TM) 254/2024 and C.O. (COMM.IPD-TM) 255/2024.

13. The Parties agree that the signatories to the present Settlement Agreement are fully competent and authorized to execute the present Settlement Agreement and enter into the present Settlement Agreement.



2025:DHC:7026-DB



14. The Parties agree that all the terms and conditions laid out in the present Settlement Agreement are fair and reasonable and have been entered into voluntarily & consciously, without any duress and after full appreciation of its various clauses and implications.

15. By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

3. Learned counsel for the parties are present. They undertake on behalf of their respective clients to be bound by the terms of the settlement.

4. In view of the aforesaid, nothing survives for adjudication in the present appeal as well as in CS(COMM) 577/2022.

5. The appeal as well as CS(COMM) 577/2022 stands disposed of in terms of the settlement agreement dated 15 July 2025 by which the parties shall remain bound.

6. The plaintiff shall be entitled to refund of court fees, if already deposited.

C. HARI SHANKAR, J.

OM PRAKASH SHUKLA, J.

AUGUST 18, 2025/ng