



\$~O-2

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 409/2018**
MARS INCORPORATEDPlaintiff

Through: Mr. Pravin Anand, Ms. Vaishali R. Mittal, Mr. Siddhant Chamola and Mr. Shivam Sharma, Advocates.
versus

CADBURY (INDIA) LTD & ORSDefendants
Through: Ms. Nancy Roy, Advocate.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

% **ORDER**
10.10.2025

I.A. No. 24277/2025 (for substitution)

1. By this Application, the Defendants seeks substitution of Defendant No. 2 and recording of the change of name of Defendant No. 3.
2. The request for recording the change of name of Defendant No. 3 already stands allowed by order dated 25th September, 2025, passed by the Joint Registrar. As regards the substitution of Defendant No. 2, counsel for the Plaintiff, on instructions, submits that there is no objection to the same, as such substitution is in fact necessary for the effective resolution of the dispute. A separate application to that effect has also been filed.
3. In view of the above, the request is allowed. Defendant No. 2 is substituted by *Mondelez UK Holdings & Services Limited*. The amended memo of parties is taken on record.
4. The application is disposed of.



I.A. No. 25274/2025 (u/ Order XXIII Rules 3 r/w Section 151 of CPC, 1908 for recordal of settlement between the parties) in CS(COMM) 409/2018

5. This is a joint application filed by the parties under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, seeking decree in terms of the mutual settlement between them. The terms of settlement, as set out in paragraph no. 4 of the application, are reproduced hereinbelow for ready reference:

4. In accordance with the terms of settlement of agreement, the parties undertake as under: -

a) The **Plaintiff** agrees to the disposal of the present lawsuit, CS (COMM) 409 of 20 18 and all applications connected therewith.

b) The **Plaintiff** agrees to withdraw the Opposition proceedings bearing No. 771123 filed against the application for the mark CELEBRATIONS bearing No. 1742857 in Class 30 filed before the Indian Trade Marks Registry.

c) The **Plaintiff** agrees to withdraw the Opposition bearing No. 771126 filed against the trademark application for the mark CADBURY CELEBRATIONS bearing number 1835067 in Class 30 filed before the Indian Trade Marks Registry.

d) The **Defendant** agrees to withdraw the Opposition proceedings bearing No. 987368 filed against the application No. 1336567 for the mark



in Class 30 filed before the Indian Trade Marks Registry.

e) The **Defendant** agrees to withdraw the Opposition proceedings bearing No. 176840 filed against the application No. 787951 for the mark CELEBRATIONS in Class 30 filed before the Indian Trade Marks Registry.

f) The **Defendant** agrees to withdraw the Rectification proceedings bearing No. 280009 filed against the registration No. 986970 for the mark



in Class 30 filed before the Indian Trade Marks Registry.

g) The **Defendant** agrees to withdraw the Rectification proceedings



bearing No. 280010 filed against the registration No. 1237115 for the mark **CELEBRATIONS** in Class 35.

h) The **Defendant** has already filed for withdrawal of the Opposition proceedings bearing No. 1141655 filed against the application No.



4083355 for the mark in Class 30 vide letter dated July 18, 2025, issued to the Indian Trade Marks Registry.

i) The parties agree that the abovementioned requests before the Trade Marks Registry will be filed within **10 days** of the passing of the order disposing of the present suit by the Hon'ble Court.

j) The Parties agree that the Settlement Agreement constitutes full and final settlement of the present suit as well as full and final settlement of all the proceedings pending before the Trade Marks Registry.

k) The Parties hereto state that they have no further claims or demands against each other and all the disputes and differences in this regard have been amicably settled.

l) The Parties further agree that they shall abide by the terms and conditions set out in the Settlement Agreement and shall not dispute the same hereinafter in future either themselves, or through any third parties.

The respective undertakings of the Parties are subject to the decree being passed in the suit, in the aforesaid terms.

6. The application is supported by the affidavits of the Authorised Representatives of both sides. Counsel for the parties confirm the settlement as embodied in the Agreement dated 3rd July, 2025, and jointly request that the suit be decreed in those terms.

7. The Court has perused the terms of settlement recorded in paragraph no. 4 of the application and finds the same to be lawful and voluntarily executed.

8. For nearly twenty-five years, two titans of the confectionery world – Mars and Cadbury – have stood before this Court, locked in contest over the trademark “**CELEBRATIONS**”. An expression of happiness and festivity, became the epicentre of legal contest, its cheerful ring turning into a matter



of serious deliberation for decades, winding through pleadings, affidavits, and hearings. Today, that long journey finds its conclusion. The curtains are drawn at last, not in discord, but in harmony.

9. The suit stands resolved by mutual consent, bringing to a close a litigation that has engaged judicial time for almost a quarter of a century. The Court views this closure with satisfaction; it is a reminder that even the most protracted disputes can find resolution when goodwill prevails.

10. Counsel for both parties, mindful of the time and effort the case had commanded, adopted a proactive and constructive approach beyond what is stated in the application. They expressed their wish to mark this closure with a gesture befitting the very word they had so long contended over – *Celebrations*.

11. In the spirit of approaching festival of Diwali, a season of light, sharing, and renewal, both Mars and Cadbury voluntarily undertook to distribute assortments of their confectionery products valued at five lakhs each to schoolchildren across Delhi. This act, they submitted, would symbolise goodwill, community, and the joy of giving, a spirit that transcends commercial rivalry.

12. The Court records its appreciation for this gesture, which reflects that even in fiercely competitive industries, corporate rivalry need not eclipse social responsibility. True celebration lies not in triumph over another, but in generosity towards others.

13. Accordingly, by consent of the parties, the present suit is decreed in terms of the settlement recorded in paragraph no. 4 of the application. The settlement application shall form part of the decree.

14. In addition, the following voluntary undertaking, made in open court,



shall be implemented as a gesture of goodwill and public spirit:

- (i) Both the parties shall distribute sealed units, of an aggregate value not less than five lakh rupees, comprising their respective confectionery assortments (chocolates, cookies, or other packaged products) to schoolchildren enrolled in government and government-aided schools within the National Capital Territory of Delhi.
- (ii) The distribution shall take place preferably before the main festival, under the supervision of the Directorate of Education, Government of NCT of Delhi (GNCTD), and the Delhi State Legal Services Authority (DSLSA). Mr. Sameer Vashisht, Standing Counsel for the State, is requested to coordinate with the said authorities and ensure that necessary instructions are issued forthwith to facilitate effective compliance with this order.
- (iii) All products shall conform to applicable FSSAI standards, be within their shelf life, and be distributed only in sealed retail packs.
- (iv) The Directorate of Education and the DSLSA shall coordinate logistics and ensure equitable allocation among schools. Each company shall nominate a senior nodal officer to liaise with these authorities for the smooth conduct of the exercise.
- (v) Upon completion, both parties shall file compliance affidavits before this Court, enclosing acknowledgments from the Directorate of Education and participating schools.
- (vi) The Court is also mindful that several schools and state education authorities may follow policies discouraging the distribution of high-sugar or high-fat foods within school premises, consistent with broader public health objectives. Thus, should any school or authority consider the proposed distribution inconsistent with such guidelines, the parties shall, in



consultation with the Directorate of Education and the DSLSA, offer nutritionally balanced or wholesome alternatives of equivalent value. In such cases, the Directorate in consultation with the DSLSA may also consider nominating/ substituting beneficiary schools. This safeguard preserves both the spirit of generosity embodied in the parties' gesture and the equally important aim of promoting healthy habits among schoolchildren.

(vii) Liberty to apply is reserved in case of any logistical impediment. Any such request shall first be placed before the Directorate of Education and the DSLSA for a practicable solution.

15. The Court clarifies that this arrangement emanates purely from the voluntary decision of the parties and represents a symbolic act of amicable closure.

16. Decree sheet be drawn up.

17. Parties shall remain bound by the terms and conditions stated in the instant application.

18. The application stands disposed of.

CS(COMM) 409/2018

19. The suit is decreed in the above terms and pending applications(s), if any, are also disposed of.

20. Before parting, it bears recording that the real measure of this case lies not in the volume of pleadings or argument, but in the conduct of the parties at its close. By choosing an amicable resolution, these two reputed companies, once adversaries, have together restored the plain sense of the trademark they long contested. "CELEBRATIONS" now denotes joy that is shared and not divided. Further, with Diwali near, they have also adopted a



public-spirited gesture for schoolchildren and brought the human dimension to the fore.

21. The Registry shall forward a copy of this order to the Director of Education, GNCTD, the Member Secretary, DSLSA, and Mr. Sameer Vashisht, for coordination and necessary action.

SANJEEV NARULA, J

OCTOBER 10, 2025/MK