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

\+ CS(COMM) 414/2025 & I.A. 11359/2025

Reserved on: 27.11. 2025
Date of Decision: 29.05.2026
Date of uploading: 30.05.2026

LEVI STRAUSS AND CO .....Plaintiff

Through: Mr. Chander M. Lall, Sr. Adv. with Mr Urfee Roomi, Ms. Janaki Arun, Mr. Jaskaran Singh, Ms. Annanya Mehan and Mr. Arpit Singhal, Advs.

versus

KEWAL KIRAN CLOTHING LIMITED .....Defendant

Through: Mr. J. Sai Deepak, Sr. Adv. with, Mr. Avinash and Ms. Soumya Gulati, Advs.

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CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T

MANMEET PRITAM SINGH ARORA, J:

I.A. 11359/2025

1. This is an application filed under Order XXXIX Rules 1 and 2 read with Section 151 of the Code of Civil Procedure, 1908 on behalf of the Plaintiff seeking an interim injunction against the Defendant.

2. Case set-up by the Plaintiff in the captioned application is as under: -

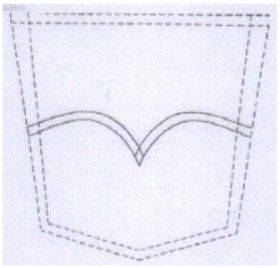
2.1. The Plaintiff is one of the world's leading denim and apparel companies. Plaintiff is the registered proprietor of the Arcuate Stitching

Design Mark, which has been used on the back pockets of its denim jeans since 1873, with the earliest registration in the USA dating back to 1943.

2.2. In 1994, Plaintiff incorporated a subsidiary in India, namely Levi Strauss (India) Private Limited and expanded its presence in India since then. Plaintiff also holds registrations[1] in India, for its Arcuate Stitching Design Marks, the earliest of which date back to 1979.

2.3. It is stated that the said Arcuate Stitching Design Mark is a distinctive, non-functional and source-identifying feature of its denim jeans. The design consists of 2 double-stitched arcs that emerge from the midpoints of the vertical edges of the back pocket, curve inward, and converge somewhere around or below the centre point of the back pocket. The Plaintiff's Arcuate Stitching Design Mark are reproduced hereunder:





2.4. The mark is stated to have been used continuously for over 150 years and has acquired substantial goodwill and reputation worldwide. It is stated that the Arcuate Stitching Design Mark has been recognised as a well-known mark in terms of Section 2(1)(zg) and Section 11(6) of the Trade Marks Act, 1999 ['Act'], by the coordinate Bench of this Court in CS(COMM) 657/2021 titled as **Levi Strauss & Co. v. Imperial Online Services Pvt. Ltd.**[2] *vide* judgment dated 24.03.2022.

[1] Paragraph no. 20 of the captioned application.
[2] 2022:DHC:1222

2.5. Plaintiff's net global revenues for the year ended 2024 exceeded Rs. 55,177 crores, while its turnover from sales in India for FY 2022-23 was approximately Rs. 1,766 crores.

2.6. The Defendant, Kewal Kiran Clothing Limited, is engaged in the business of manufacturing and selling apparel, including denim jeans, under its brands INTEGRITI, KILLER and LAWMAN Pg3. The Plaintiff alleges that the Defendant is using stitching design(s) on the back pockets of its denim jeans, which are deceptively similar to the Plaintiff's Arcuate Stitching Design Mark and have been collectively described as 'Defendant's impugned stitching Design Marks'. The Defendant's impugned stitching Design Marks are reproduced hereunder:

Brand Name	Stitching Design Mark
INTEGRITI	
KILLER	
LAWMAN Pg3	

2.7. It is stated that the Defendant's products bearing the impugned stitching designs marks are available for purchase on the Defendant's official websites at 'www.integriti.in', 'www.killerjeans.com', and 'www.lawmanpg3.com', on several e-commerce platforms such as Amazon, Flipkart, as well as through retail clothing chains such as Reliance Trends, etc.

2.8. In 2014, Plaintiff first came to know that the Defendant was selling/offering for sale denim jeans bearing stitching designs on back pockets nearly identical/deceptively similar to the Plaintiff's Arcuate Stitching Design Mark under the Defendant's KILLER brand. Thereafter, the Plaintiff sent a cease-and-desist letter to the Defendant on 27.10.2015 however, no response was received.

2.9. In May 2017, the Plaintiff had filed a trademark infringement suit bearing suit no. TM No. 44/17 against the Defendant before the District Court, Saket, to restrain the Defendants from using the stitching marks which were deceptively similar to the Plaintiff's Arcuate Stitching Design Mark; however, the said suit was returned, vide order dated 24.11.2018, for want of territorial jurisdiction.

2.10. Thereafter, the Defendant in December 2018 filed a design infringement suit against the Plaintiff before the High Court of Judicature at Bombay bearing Commercial IP Suit No. 610/2018, alleging infringement of its registered 'Vertebrae Design' bearing Design registration no. 230831. It is stated that the Supreme Court stayed the said proceedings *vide* order dated 10.05.2019.

2.11. Subsequently, the parties entered into a Settlement Agreement dated 27.05.2019[3] ['Settlement Agreement/Agreement'], resolving their disputes concerning the Plaintiff's Arcuate Stitching Design Mark and the Defendant's Vertebrae Design.

2.12. Under the said Agreement, the Defendant acknowledged the Plaintiff's rights in the Arcuate Stitching Design Mark and undertook not to

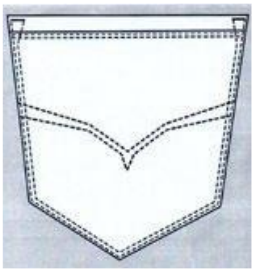
[3] Annexed as Document no. 40 filed along with the plaint

use stitching designs on back pockets similar or substantially similar to the Plaintiff's Arcuate Stitching Design Mark. The Plaintiff agreed not to object to the Defendants' use of, and/or any registrations/applications to register, the stitching designs contained in Annexures D and E to the Agreement in the countries of Asia and Africa ('agreed territory'), subject to the Defendant's compliance with the terms of the Agreement. The Defendant also represented that it had not used and would not use the designs contained in Annexure F to the Agreement, and agreed to cancel design registrations relating to the designs depicted in Annexure G to the Agreement, against which the Plaintiff had filed cancellation petitions.

2.13. It is stated that on 20.04.2023, Plaintiff sent a cease-and-desist notice to the Defendant against the use of the impugned KILLER stitching Design Marks, as well as regarding the Plaintiff's objections to the Defendant's trade mark applications for two stitching designs, bearing application nos. 5356748 and 5359750, which were opposed by the Plaintiff. The Defendant subsequently withdrew the said trademark applications.

2.14. In June 2024, the Plaintiff discovered that the Defendant was using the impugned Stitching Design Mark on its jeans bearing the brand INTEGRITI ['impugned INTEGRITI stitching design marks'], which, according to the Plaintiff, corresponds to the infringing designs enlisted in Annexure F to the Settlement Agreement, and the said impugned design was therefore not permissible. It is stated that immediately thereafter, the Plaintiff issued a cease-and-desist notice dated 25.06.2024, to which the Defendant gave a holding reply on 18.07.2024, acknowledging receipt and seeking time to respond; however, the Defendant did not furnish any detailed response thereafter.

2.15. It is stated that the Defendant also owns a Design registration bearing No. 349216-001, which resembles the impugned INTEGRITI Stitching design mark. It is stated that the said design application is dated 09.09.2021, i.e., subsequent to the Defendant entering into the Settlement Agreement. The mark bearing registration no. 349216-001 is reproduced hereunder:



2.16. In January 2025, the Plaintiff came to know that the Defendant, other than selling denim jeans bearing the impugned INTEGRITI Stitching design marks in violation of the Settlement Agreement, was also selling jeans bearing the impugned KILLER Stitching Design Marks, which violates Clause 12 of the Agreement and as the impugned design was near identical to the designs enlisted in Annexure G to the Agreement, which were acknowledged by the Defendant as infringing.

2.17. The Plaintiff also came across the impugned stitching Design Marks under the Defendant's LAWMAN Pg3 brand ['impugned LAWMAN stitching design mark'], which is deceptively similar to its Arcuate Stitching Design Mark.

2.18. It is stated that the Plaintiff issued another notice dated 14.02.2025, calling upon the Defendant to cease-and-desist from using the Defendant's impugned stitching Design Marks, to which the Defendants replied on 04.03.2025, denying all allegations and contending that use of the impugned

KILLER stitching design marks was permitted under Paragraph 7 of the Agreement, which refers to Annexure D and E to the Agreement. The Defendants further asserted that there was no similarity between the impugned LAWMAN stitching design mark and the Plaintiff's Arcuate Design Mark, and that the Plaintiff's Arcuate Design Mark and the impugned INTEGRITI stitching design mark were not substantially similar.

2.19. In response, the Plaintiff issued a rebuttal letter dated 17.03.2025, once again demanding that the Defendants cease and desist from using the Defendant's impugned stitching Designs Mark. The Defendants replied on 19.04.2025, reiterating their denial of the Plaintiff's allegations.

Submissions by the Plaintiff

3. Learned senior counsel for the Plaintiff submits that such use by the Defendant of its impugned INTEGRITI Stitching Design Mark, and its act of filing and obtaining a design registration for its INTEGRITI Stitching design marks, is violative of its warranties contained in Paragraph 10 of the Agreement and amounts to breach of contract by the Defendant.

3.1. He submits that the Defendant's impugned KILLER stitching design marks correspond to or resemble the prohibited designs depicted under Annexure G of the Agreement, which the Defendant had agreed to cancel and not maintain. He submits that the Defendant cannot rely on its trademark registrations[4] for these impugned stitching design marks, as the same are liable to cancellation as per Clause 12 of the Settlement Agreement and cannot defeat the Plaintiff's proprietary rights.

3.2. He submits that the Defendant's KILLER stitching Design marks are different from the permitted designs included in Annexure D and E to the

Agreement, which were agreed between the parties to be used by the Defendant in the agreed territory, so long as the Defendant remained in compliance with the Agreement.

3.3. As regards the impugned LAWMAN Pg3 stitching designs[5] marks, he submits that the Defendant has substantially adopted the Plaintiff's Arcuate Stitching Design Mark with only minor variations, including a zigzag element, which does not sufficiently distinguish the rival designs when used on denim back pockets and therefore are liable to be rectified.

3.4. He submits that the defendant has adopted and started an entire range of stitching marks, including the marks under Annexure D, E, F and G of the Agreement. He submits that the Defendant's use of the INTEGRITI, KILLER and LAWMAN Pg3 impugned stitching design marks amounts to trademark infringement, passing off, unfair competition and breach of the Settlement Agreement and that the Defendant's design(s) and trademark registration(s) in respect of the impugned stitching design marks are liable to be cancelled, as they are near identical and/or deceptively similar to the Plaintiff's prior and well-known Arcuate Stitching Design Mark.

3.5. He submits that therefore, the Plaintiff is entitled to seek an injunction against the Defendant.

Submissions by the Defendant

4. Learned senior counsel for the Defendant submits that the Defendant's impugned KILLER stitching design marks is only a variation of the permitted designs under Annexures C, D and E to the Agreement and, therefore, does not fall within the prohibited category. He submits that the

[4] Paragraph no. 44 of the captioned application
[5] Paragraph no. 51 of the captioned application

Settlement Agreement nowhere states that the Defendant is barred from using a variation of this design that meets at the centre [of the back pocket]. Even if the Plaintiff treats the centring of the KILLER design as a material variation, the Defendant submits that such variation would still remain covered by the expressly permitted designs under Annexures C, D and E of the Agreement, and cannot be treated as a breach of the Settlement Agreement.

4.1. He submits that the impugned INTEGRITI stitching design marks do not fall within the prohibited design enlisted under Annexure F of the Settlement Agreement; Annexure F depicts a design with four [4] stitches and a slanted orientation, whereas the Defendant's impugned INTEGRITI stitching design marks has only two [2] stitches and is centred. He submits that these differences are visually apparent and materially distinguish the Defendant's design. He submits that the Agreement neither prohibits a centred design nor specifies any fixed angle or orientation of the stitches; it only contains pictorial representations and therefore, the Plaintiff cannot, after four [4] years of execution of the Agreement, seek to expand or reinterpret its terms beyond what was expressly agreed between the parties. He submits that, in fact, the impugned design is not covered under the Agreement.

4.2. He further submits that if 'centring' is treated as relevant, then the difference in the number of stitches must also be treated as material. He submits that the prohibited design in Annexure F to the Agreement is neither centred nor two-stitched, whereas the Defendant's design is both and therefore, no breach or infringement can be inferred.

4.3. He states that, as regards the LAWMAN Pg3 design, the same is not part of the Settlement Agreement and is not a prohibited design thereunder. The Plaintiff's comparison of the LAWMAN Pg3 design with Annexure A to the Agreement is also misplaced, as the two designs are not similar. Further, the Defendant holds valid trademark registrations[6] for the LAWMAN Pg3 design, which has not been rectified or cancelled; accordingly, the Defendant's use of the said registered design cannot be restrained by enlarging the scope of the Agreement.

Findings and Analysis

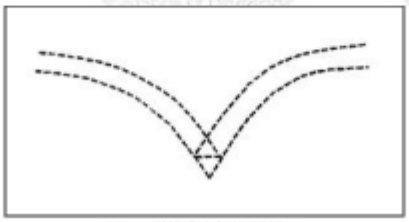
5. This Court has heard the learned counsel for the parties and perused the record.

6. The Plaintiff is the proprietor of Arcuate Stitching Design Mark, which is registered in India since 23.08.1979, and it has been declared a well-known mark by the Coordinate Bench of this Court in **Levi Strauss v. Imperial Online Services** (supra) in the year 2022, wherein the relevant paragraphs read as under:

> "19. It is important to note that the trade mark in question i.e., the '*Arcuate Stitching Design'* mark has been used on jeans, pants, and trousers of the Plaintiff since the first pair of jeans were created by it in the year 1873 and it serves as a unique identifier in respect of the goods of the Plaintiff. The first trade mark registration for the *'Arcuate Stitching Design'* mark dates back to 1943, granted in the US. Since then, the mark has been registered as a trade mark by the Plaintiffs in numerous countries, as is evident from the documents placed on record. It is also a registered trade mark in India, details of which is as under:

[6] Details at paragraph 51 of the captioned application

TM Application No.	851939
Class	25
Date of Application	19/04/1999
TM Applied for	Device
Trade Mark Type	Device
Valid Upto/Renewed upto	19/04/2029
Proprietor Name	(1) LEVI STRAUSS & CO. Trading As: Levi Strauss & Co., Body Incorporate
Goods & Service Details	[CLASS: 25] Clothing, Headgear and Footwear.



20. This Court is of the opinion that the *'Arcuate Stitching Design'* mark has become 'well known' to the public which uses garments carrying the said mark, that the use of the '*Arcuate Stitching Design'* mark in relation to other goods or services would likely be taken as indicating a connection between those goods and the Plaintiff. The mark of the Plaintiff is thus an extremely distinctive mark which has acquired secondary meaning due to extensive use spanning over one and a half century.

21. On facts, the Defendants have already agreed to the passing of a permanent injunction. Considering the stand taken by ld. Counsel for the Defendants before the Court, it is deemed appropriate to bring an end to this dispute by decreeing the suit by awarding partial costs to the Plaintiff.

22. Accordingly, in recognition of the trademark rights and common law rights in the '*Arcuate Stitching Design'* mark in favour of the Plaintiff, the suit is decreed in terms of paragraphs 76(a), 76(b), 76(c) & 76(d) of the plaint. The Defendants also stand restrained from seeking any statutory rights by applying for trademarks or copyrights in respect of the '*Arcuate Stitching Design*' mark. If any applications have been filed by the Defendant, the same shall be withdrawn within 30 days.

23. Insofar as the images, which are currently being displayed on various e-commerce platforms, are concerned, the Defendants shall write to the said e-commerce platforms and shall ensure that the said

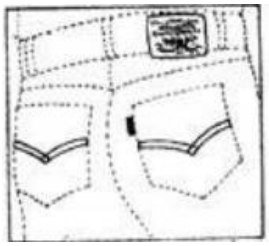
images are removed within a maximum period of 30 days from today. Ld. counsel for the Plaintiff shall be kept in the loop of communication which will be addressed to the e-commerce platforms. All the e-commerce platforms are directed to ensure that the said images containing the '*Arcuate Stitching Design'* mark of the Plaintiff are removed from their websites and that no further sale of any garments with the '*Arcuate Stitching Design'* mark is permitted on their platforms by the Defendants.

24. The Defendants shall further pay a sum of Rs.4 lakhs within four weeks to the Plaintiff as nominal costs in view of the fact that the Defendants have completely failed to abide by their repeated undertakings, as also the fact that exhibition of images on e-commerce platforms constitutes violation of the *ad interim* injunction passed by this Court. However, if it is found that there is non-compliance of the present order within the period of 30 days or if the Defendants indulge in any action which is violative of the injunction orders being passed, the Plaintiff is given liberty to approach this Court.

25. Considering the long period of 150 years, during which the *'Arcuate Stitching Design'* mark has been used for Levi's jeans, trousers, pants and other garments, and the factors outlined above, the said mark has achieved the status of a well-known mark. Accordingly, a decree of declaration declaring the said mark as a *'well-known'* mark in terms of paragraph 76(h) of the plaint is also passed."

7. The registered trademarks of the Plaintiff pertaining to Arcuate Stitching Design Mark are :-

S. No.	Trademark	Reg. No.	Class	Date of reg.	TMJ No.
1.		851939	25	19/04/1999	9998-2
2.		1625122	09,14, 18	27/11/2007	1426
3.		382357	25	23/10/1981	959

4.		352692	25	23/08/1979	903
5.		2063193	25	03/12/2010	1840

8. It is a matter of record that the Plaintiff and the Defendant entered into a Settlement Agreement dated 27.05.2019.

9. The aforenoted facts are undisputed.

10. However, the present suit has been filed by the Plaintiff alleging that the Defendant has adopted impugned stitching design marks on the back pockets of the jeans for its brand KILLER, INTEGRITI and LAWMAN Pg3, which are in direct contravention of the admissions and understanding recorded in the Settlement Agreement. The Plaintiff contends that the Agreement enlists prohibited designs at Annexure B, Annexure F and Annexure G. The Plaintiff contends that the impugned KILLER stitching design marks on the jeans are in contravention of the prohibited design enlisted at serial nos. 4 and 5 of Annexure G to the Agreement, and the impugned INTEGRITI stitching design marks on the jeans are in contravention of the prohibited designs enlisted at Annexure F to the Agreement. Needless to state, the Defendant disputes the said contentions.

11. In this background, it is relevant to examine the relevant Clauses of the Settlement Agreement.

12. In the Settlement Agreement, the Defendant acknowledged the Plaintiff's proprietary rights in the Arcuate Stitching Design Mark. The relevant recital and Clauses of the Agreement are as under:

> "A. **WHEREAS**, LS&Co. is the proprietor of a large number of trade marks worldwide including in India, including its famous Arcuate Stitching Design trade mark (hereinafter referred to as the "Arcuate trade mark"). Illustrative examples of LS&Co.'s registrations for the Arcuate trade mark are annexed hereto as **Annexure 'A'.**
> …
> **In respect of the Arcuate Stitching Design Trade Mark:**
> 1. KKCL recognizes the rights of LS&Co. in the Arcuate trade mark worldwide, including in India, and admits that LS&Co. has superior rights in, and is the proprietor of, the Arcuate trade mark as set out (without limitation) in Annexure A hereto.
> …
>
> 4. KKCL warrants that it shall not anywhere in the world use, nor claim any trademark rights nor shall make any attempt to register a mark or a design which is identical or similar to the Arcuate trade mark as set out in Annexure A, including without limitation the KKCL Designs as set out in Annexure B hereto."
>
> [Emphasis Supplied]

13. In the said Agreement, Defendant acknowledged that the stitching designs being used by it on the back pocket were substantially similar to the Plaintiff's Arcuate Stitching Design Mark and undertook to discontinue the use of the said similar marks. This admission of the Defendant was recorded at recital B and Clause 3 of the Agreement. Defendant enlisted the infringing designs at Annexure B to the Agreement and undertook not to use the said marks. The Defendant undertook to not manufacture any other design that is substantially similar to the Plaintiff's Arcuate Stitching Design Mark. The relevant recital and Clause of the Agreement are as under: -

> B. **AND WHEREAS**, KKCL has manufactured, distributed, advertised and/or sold jeans and other apparel under various brand

> names including but not limited to KILLER, LAWMAN, INTIGRITY and EASIES which have displayed pocket stitching designs which LS&Co. allegedly claims violate its rights in the Ancuate trade mark (hereinafter collectively referred to as the "KKCL Designs"), Images of offending KKCL Designs are annexed hereto as **Annexure 'B'** which KKC allegedly claims to be generic/common to trade.
>
> 3. KKCL undertakes that it will not in the future manufacture, license, sell, offer for sale, distribute, import, export, advertise, promote, or display any jeans or apparel, that display/bear any of the KKCL Designs as set out in Annexure B hereto or any other design that is substantially similar to LS&Co. 's Arcuate trade mark as set out in Annexure A hereto anywhere in the world.
>
> [Emphasis Supplied]

14. The Plaintiff had, in fact, filed cancellation petitions against certain design registrations pertaining to stitching designs of the Defendant. Under the Agreement, Defendant agreed to discontinue the use of the design registrations enlisted at Annexure G of the Agreement. Also, the Plaintiff agreed to the Defendant's use of the design registrations enlisted at Annexure C of the Agreement and withdraw its cancellation petitions against the said registrations. Thus, Defendant acknowledged that it cannot use the design registrations enlisted at Annexure G of the Agreement and the Plaintiff acknowledged the Defendant's rights to use the design registrations enlisted at Annexure C of the Agreement. This understanding was recorded in recital G and Clause 12 of the Agreement, which reads as follows: -

> G. AND WHEREAS, LS&Co. has filed cancellation petitions against certain design registrations of KKCL before the Learned Controller of Patents & Designs, Kolkata, as set forth in **Annexures 'C and G'**.
>
> 12. KKCL shall cancel the design registrations referenced and depicted in Annexure 'G' hereto within fourteen (14) days hereof under intimation to L.S&Co., and KKCL agrees that it will not in the future apply for, register, or maintain a design registration for the

> designs depicted in Annexure G. LS&Co. agrees to withdraw within fourteen (14) days from the date hereof under intimation to KKCL the cancellation petitions against KKCL Designs as Detailed in Annexure C and the cancellation petitions against the remaining KKCL Designs as detailed in Annexure G will become infructuous or will be withdrawn subject to the concerned design registrations being withdrawn by KKCL Except for the design registrations specifically referenced in this Agreement, KKCL warrants that it does not own or have any interest in any design applications or registrations anywhere in the world that consist of or include any pocket stitching design similar or identical to KKCL Designs as set out in Annexure E.
>
> [Emphasis Supplied]

Thus, Annexure G enlists the prohibited designs and Annexure C enlists the permitted designs.

15. The Plaintiff agreed that the Defendant was entitled to use the pocket stitching designs set out in Annexures D and E to the Agreement. This understanding was expressly recorded in Clauses 7, 8 and 11 of the Agreement, which also dealt with the territorial scope of the parties' arrangement. The relevant Clauses read as under: -

> 7. LS&Co. agrees that it will not object to or challenge the use by KKCL of the stitching design as detailed in Annexure "D' and Annexure *E" in the countries of Asia and Africa (which for clarity also includes Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, and the United Arab Emirates) (collectively hereinafter the "Agreed Territory"). LS&Co. reserves its right to challenge or object to any use of the KKCL Design as detailed in Annexure D and Annexure E outside the Agreed Territory.
>
> 8. LS&Co. further agrees that it will not object to or challenge any registration or application to register by KKCL of the KKCL Design as detailed in Annexure D in the Agreed Territory. KKCL undertakes that it shall not seek registration of KKCL Design as detailed in Annexure D in jurisdiction outside the Agreed Territory. LS&Co. reserves its right to challenge or object to any registration or

application to register the KKCL Design as detailed in Annexure D or any mark similar or identical thereto outside the Agreed Territory.

11. LS&Co. warrants that it shall not claim against KKCL that the pocket stitching design depicted in Annexure D and Annexure E hereto infringes LS&Co's trademark rights before any forum in the future, anywhere in the Agreed Territory, so long as KKCL complies with the terms and conditions of this Agreement and does not infringe any LS&Co. trade marks.

[Emphasis Supplied]

14.1 The stitching designs enlisted in Annexure D, E, and G of the Agreement are presently a subject matter of dispute in this suit, in the context of the brand KILLER. The Defendant contends that the impugned KILLER stitching design marks are in conformity with the permissible designs enlisted at Annexure D and E of the Agreement, whereas the Plaintiff contends that the impugned stitching design marks correspond to the prohibited design nos. 4 and 5 enlisted in Annexure G to the Agreement.

16. In the Settlement Agreement, the Defendant agreed that it would not use the stitching designs depicted in Annexure F. This understanding was recorded at Clause 10.

16.1. The Plaintiff contends that the impugned INTEGRITI stitching design marks used by the Defendant are similar to the prohibited design enlisted in Annexure F to the Agreement. The Defendant, on the other hand, contends that the impugned INTEGRITI stitching design marks used by it are not a part of the Settlement Agreement.

17. The Defendant contends that the impugned LAWMAN stitching design marks used by the Defendant are not a subject matter of the Settlement Agreement. The Plaintiff has not objected to this.

18. In this background, this Court deems it appropriate to enlist the Defendant's impugned stitching design marks. The Plaintiff has set out the Defendant's stitching design marks at paragraph 95 of the plaint. The Defendant's stand qua the said allegation is also set out at paragraph 2 of its written submissions, which is reproduced hereunder:

"2. For ease of reference, please refer to the table below:

SR. NO.	DEFENDANT'S BRAND	DEFENDANT'S DESIGN MARK UNDER ITS BRAND	RELEVANT ANNEXURES TO THE SETTLEMENT AGREEMENT	ALLEGED SIMILARITY WITH PLAINTIFF'S DESIGN MARK (Pg. 91/Para 95 of Plaint)
I.	INTEGRITI		Not covered under the settlement agreement	
II.	KILLER		Permitted under Annexures C, D and E of settlement agreement	
III.	LAWMAN		Not covered under the settlement agreement	

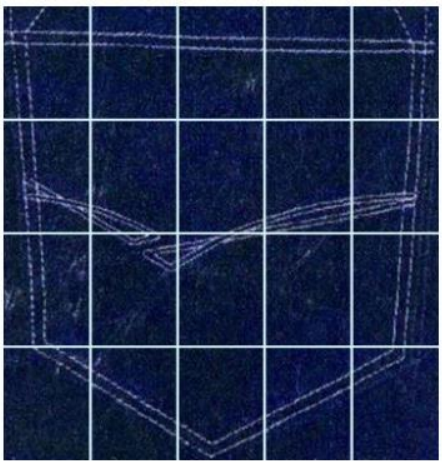
"

I. Issue pertaining to the impugned KILLER stitching design marks

19. This Court shall first adjudicate on the assertion of the Plaintiff that the impugned KILLER stitching design marks correspond to the prohibited design enlisted at serial nos. 4 and 5 of Annexure G to the Agreement and the Defendant's denial thereto.

20. The Plaintiff has set out a comparison of the impugned KILLER stitching design marks in juxtaposition with the permissible design in Annexure D and E, as well as with the prohibited design in Annexure G. The

comparison is set out as Annexure 5[7] to the written submissions[8]. The Plaintiff has buttressed its submission by depicting the permissible Annexure E design in a grid to show that the placement of the meeting of the two arcs on the pocket is in Column no. 2, which is a left indent, whereas in the impugned stitching design, the meeting of the two [2] arcs is in Column no. 3 of the grid, which is the centre of the pocket. The grid comparison has been set out at Annexure 6[9] of the written submissions. The grid has been created by using five [5] columns and four rows. The grid comparison is reproduced hereunder:

Annexure E Designs	Current Killer Stitching Design
	

21. The Defendant relies upon the permitted designs enlisted in Annexure D and Annexure E of the Agreement to contend that its impugned KILLER stitching design mark is in conformity with the Agreement.

A perusal of the design no. 1 of Annexure D of the Agreement shows that the position of the meeting of the two arcs has a left indent, and in

[7] Page 14 of the written submissions dated 25.08.2025.
[8] Also annexed as Schedule I of this Order
[9] Also, Document No. 51 filed along with the plaint

design no. 2 of Annexure D, the meeting of the two arcs has a right indent. The two arcs clearly do not meet at the centre of the pocket in either of the designs.

Similarly, the meeting of the two arcs in design no. 1 of Annexure E to the Agreement has a left indent, and in design no. 2 of Annexure E to the Agreement, the meeting of the two arcs has a right indent. The two arcs clearly do not meet at the centre of the pocket in either of the designs.

22. In contrast, in the prohibited designs set out in Annexure G to the Agreement, design no. 4 shows the two arcs positioned closer to the centre of the pocket, though not exactly at the centre. Likewise, design no. 5 also depicts the two arcs nearer to the centre, but not precisely at the centre of the pocket.

23. Upon a comparison of the permissible designs set out in Annexures D and E of the Agreement with the prohibited designs contained in Annexure G, and with the Plaintiff's Arcuate Stitching Design Mark, on a prima facie opinion it appears to this Court that the intention behind prohibiting the design nos. 4 and 5 at Annexure G to the Agreement, was that the two [2] arcs were meeting close to the centre of the pocket, whereas the arcs in the permitted designs at Annexure D and E had a left or right indent. This also appears to be the consistent intent in the prohibited designs enlisted at serial nos. 1, 2 and 3 of Annexure G to the Agreement and also in the designs prohibited at Annexure B to the Agreement.

24. The Defendant's contention that the impugned KILLER stitching design mark is as per Annexure D and E of the Agreement fails to persuade this Court. The submission that the impugned KILLER design mark is merely a variation of the permitted designs is untenable, as it overlooks the

prohibition documented in Annexures G and B of the Agreement. A bare perusal of the prohibited designs shows that designs where the two arcs meet at, or close to, the centre of the pocket, were specifically excluded from the permissible category.

25. In addition, the Plaintiff has contended that the impugned KILLER stitching design mark has a pointed (left) arc, which pointed arc was prohibited as evidenced from design nos. 4 and 5 in Annexure G to the Agreement. The Plaintiff contended that in the permitted designs at Annexure D and E of the Agreement, the arcs had a flatter curve and not a pointed arc. The Defendant has not responded to this submission. This Court on a comparison of the prohibited designs in Annexure G and permitted designs in Annexure D and E of the Agreement, finds that indeed there is difference in the arcs. The pointed arc has been prohibited at Annexure G of the Agreement.

26. The Plaintiff has also drawn this Court's attention to the emails exchanged between the parties in 2023 to show that the Plaintiff has consistently opposed any use of stitching design, which is akin to prohibited designs nos. 4 and 5 at Annexure G of the Agreement. The Plaintiff has specifically relied upon the letter dated 20.04.2023 to show that it had objected to Defendant's adoption of a stitching design where the two arcs meet at the centre, as it was akin to the prohibited designs. This Court has perused the correspondence exchanged between the parties in the year 2023 and more specifically, the notice dated 20.04.2023 and the correspondence which followed. The stitching designs objected to by the Plaintiff were represented by the Defendant as having been discontinued in its letter dated 21.06.2023, and this brought a quietus to the matter in 2023. However, the

said correspondence indeed shows that the Plaintiff has consistently objected to any design in which the two arcs meet at the centre of the back pocket. In this Court's opinion, the Plaintiff's claims in this suit are consistent with its stand in the correspondence exchanged between the parties in 2023.

27. The Plaintiff has therefore, made out a prima facie case for injuncting the Defendant from using the impugned KILLER stitching design mark for the jeans, as the arcs are pointed and meet close to the centre of the pocket which makes the impugned design near identical to the prohibited designs in Annexure G. The recitals and Clauses of the Agreement evidence that the Defendant acknowledged that the prohibited designs are deceptively similar to the Plaintiff's registered mark Arcuate Stitching Design Mark and that it will not use the said designs in the future. The Plaintiff has therefore made out a prima facie case in its favour.

II. Issue pertaining to the impugned INTEGRITI stitching design marks

28. The Plaintiff has contended that under the Agreement, the Defendant undertook not to use any stitching design marks that are similar to the prohibited design enlisted in Annexure F to the Agreement. The Plaintiff contends that the impugned INTEGRITI stitching design marks on the jeans are identical to the prohibited design at Annexure F to the Agreement. The Plaintiff has set out the comparison at Annexure 2 of its written submissions[10] and states that the designs are identical.

29. The Defendant has contended that the impugned INTEGRITI stitching design marks used by it are not covered under the Agreement. It contended that the prohibited design in Annexure F to the Agreement has four [4] stitches and a slanted orientation, whereas the impugned current

design has two [2] stitches and is centred. It is stated that these distinctions make the impugned design distinct from the prohibited designs. It is stated that there is no agreement between the parties that the Defendant cannot adopt the design which meets at the centre or with respect to the angle and orientation of the stitches.

30. In rejoinder, the Plaintiff has contended that design no. 2 forming part of Annexure F to the Agreement itself depicts a design comprising two [2] stitches. It is further contended that even design no. 1 in Annexure F cannot be construed as consisting of four [4] independent stitches, as alleged by the Defendant, but substantially represents a two-stitch formation. The Plaintiff has contended that the Defendant is, in any event, commercially using and selling jeans bearing the impugned stitching design in two [2] stitch, three (3) stitch and four [4] stitch variations, thereby attempting to evade the obligations undertaken under the Agreement.

31. This Court, in the first instance, has examined design no. 1 at Annexure F to the Agreement and finds merit in the submission of the Defendant that the prohibited design therein has four [4] stitch arcs which meet at the centre. Therefore, this Court finds no merit in the submission of the Plaintiff that the said image depicts two [2] stitch arcs. This is a prima facie view since it has been formed on the basis of the images filed on record, and Plaintiff would be at liberty to produce the actual product during trial to substantiate its plea that the prohibited design has two stitches. The Defendant would also be obliged to produce the product seen in design no. 1 at trial.

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[10] Dated 25.08.2025

32. Next, a perusal of prohibited design no. 2 at Annexure F to the Agreement shows that it contains two [2] stitch arcs which meet at the centre.

33. The Plaintiff has placed on record at Annexure 2 of the written submissions[11] the Defendant's impugned INTEGRITI stitching design marks in two [2] stitches, three [3] stitches and four [4] stitches. The impugned INTEGRITI stitching design marks have been juxtaposed with prohibited design no. 1 and design no. 2 of Annexure F to the Agreement. Upon a visual comparison, this Court is of the prima facie view that the impugned INTEGRITI stitching design marks are deceptively similar to the prohibited designs enlisted in Annexure F to the Agreement. The Defendant has, in the Settlement Agreement, acknowledged the deceptive similarity of the prohibited design enlisted in Annexure F of the Agreement and therefore, it cannot be permitted to adopt any variation of the prohibited designs by making small changes.

34. This Court finds no merit in the submission of the Defendant that the said design is not a subject matter of the Settlement Agreement and Annexure F thereto. This Court finds merit in the submission of the Plaintiff that the microscopic difference between the two designs is irrelevant and would fail to register in the mind of the consumer.

35. The Defendant's registration under the Designs Act 2000, for its two-stitch impugned design, enlisted at paragraph 34 of the captioned application, was not relied upon by the Defendant during arguments or in the written submissions. In any event, the said registration arises from an application dated 09.09.2021, which was filed after the execution of the

Settlement Agreement. In view of this Court's prima facie finding that the impugned design is deceptively similar to the prohibited design, the Defendant cannot claim any enforceable right against the Plaintiff on the basis of such registration. The prohibited design in image no. 1 at Annexure F is closely similar to the design of the two-stitch meeting at the centre represented in this registration. Image no. 1 has a closely similar design in four stitches. In the opinion of this Court, the difference in the number of stitches would not make it permissible for the Defendant to use this design as it is prima facie in violation of the Agreement.

36. The Plaintiff has therefore made out a prima facie case for injuncting the Defendant from using the impugned INTEGRITI stitching design marks for the jeans as they are deceptively similar to the prohibited designs enlisted at Annexure F of the Settlement Agreement.

37. The Defendant has emphasized that there was no agreement between the parties that the Defendant cannot adopt a design which meets at the centre of the pocket, nor was there an agreement on the angle or orientation of the stitches. However, this Court, upon a perusal of the prohibited designs at Annexure B and Annexure F of the Agreement, finds that a common thread in each of the prohibited designs was that the arcs met at the centre of the pocket. In contrast, in the permitted designs at Annexure C, D and E of the Agreement, the arcs in the design did not meet at the centre of the pocket.

When this fact is considered, taking into account the Plaintiff's registered mark Arcuate Stitching Design Mark, it becomes apparent that the meeting of the designs at the centre of the pocket was an essential element

[11] Also annexed as Schedule II of this order

of the Plaintiff's design, which the Defendant acknowledged and agreed to stay clear of. Even otherwise, this Court prima facie finds that the impugned stitching design mark on KILLER jeans and INTEGRITI jeans are deceptively similar or near identical to the prohibited designs enlisted in the Settlement Agreement.

III. Issue pertaining to the impugned LAWMAN stitching design mark

38. The Plaintiff has also sought an injunction qua the impugned LAWMAN stitching design mark. It is admitted that this design is not the subject matter of the Settlement Agreement. It is, however, alleged that the Defendant has subsumed the Plaintiff's Arcuate Stitching Design Mark in its entirety and has merely inserted a zig-zag stitching pattern towards the end of the left arc in the stitching design, right before it intersects with the right arc in the middle of the pocket. It is stated that this is only a minor variation and fails to distinguish the impugned LAWMAN stitching design mark from the Plaintiff's registered mark.

39. The Defendant contends that it holds a valid trademark registration for the impugned stitching design mark and the Plaintiff has not preferred any cancellation against the same. It relies on the fact that this design is not a subject matter of the Agreement. It contends that this design is not similar to the Plaintiff's Arcuate Stitching Design Mark.

40. This Court, on a prima facie comparison of the two marks is unable to agree with the Plaintiff that the two marks are deceptively similar. This Court notes that the zig-zag pattern towards the end of the left arc is similar to the stylised 'W' in the Defendant's brand name device LAWMAN Pg3/



and appears to be an imitation of the same. This Court also notes that the LAWMAN stitching design marks were applied for by the Defendant in 2013 and have since been registered. The Plaintiff has been unable to explain as to how these designs were not made a subject matter of discussion when the Settlement Agreement was negotiated and executed between the parties in 2019.

41. This Court is, therefore, not inclined to grant any interim injunction, at this stage, in respect of the impugned LAWMAN stitching design marks. However, the Plaintiff shall be at liberty to lead evidence during trial on the issues of deceptive similarity and likelihood of confusion concerning the said mark.

42. In view of the material placed on record, this Court is satisfied that the Plaintiff has established a prima facie case for the grant of interim protection with respect to the impugned stitching design marks of the Defendant's brand KILLER and INTEGRITI. The Plaintiff's Arcuate Stitching Design Mark has been in continuous use since 1979 and has also been recognized as a well-known mark. The Defendant's adoption of deceptively similar stitching designs for their brand INTEGRITI and KILLER, despite prior acknowledgment of the Plaintiff's proprietary rights, prima facie reflects dishonest adoption. The Defendants, having expressly undertaken not to use the impugned stitching marks by entering into the Settlement Agreement with the Plaintiff, cannot be permitted to continue such use. Consequently,

the balance of convenience lies in favour of the Plaintiff and irreparable injury would be caused to the Plaintiff if interim relief is denied.

43. In view of the prima facie findings returned hereinabove, an interim injunction is hereby granted in favour of the Plaintiff and against the Defendant in terms of prayer Clause (a) of the captioned application, restraining the Defendant from using the impugned stitching design marks pertaining to KILLER and INTEGRITI, or any other mark deceptively similar to the Plaintiff's Arcuate Stitching Design Mark, during the pendency of the present proceedings. It is clarified that no injunction has been granted with respect to the impugned design mark pertaining to LAWMAN.

44. The Defendant is directed to file, within four [4] weeks, complete and duly verified books of accounts pertaining to the manufacture, sale, distribution and turnover of products bearing the impugned stitching design marks under the brands INTEGRITI and KILLER from the date of the issuance of the legal cease-and-desist notice on 25.06.2024 and 14.02.2025, respectively, till the date of this order.

45. The Defendant will, on and from the date of this order, stop manufacturing and directly selling by itself or through its distributors any further jeans bearing the impugned stitching design marks under the brands KILLER and INTEGRITI.

With respect to the existing stock available in the factory or warehouse of the Defendant and its distributors, no further sale shall be permissible to its retailers. The Defendant shall, however, file before the roster Bench, an affidavit within four [4] weeks setting out the details of the existing stock of the jeans bearing the impugned stitching design marks

available at its factory and warehouse. Separate affidavit, within four (4) weeks, will be filed for the stocks available, as on date of this order, with the distributor.

Appropriate directions will be issued by the roster Bench for the disposal of the said existing stock.

46. The stock which is already available, as on date of this order, with the retailers will also be furnished by an appropriate affidavit, within four [4] weeks. This is in reference to the stocks which are in the actual physical control and custody of the retailer. The retailers shall be permitted to sell these goods within four months, from today, and not thereafter. The accounts of the sales of the products by the retailers will be collated and filed by the Defendant before the roster Bench.

47. With the aforesaid directions, the application stands disposed of.

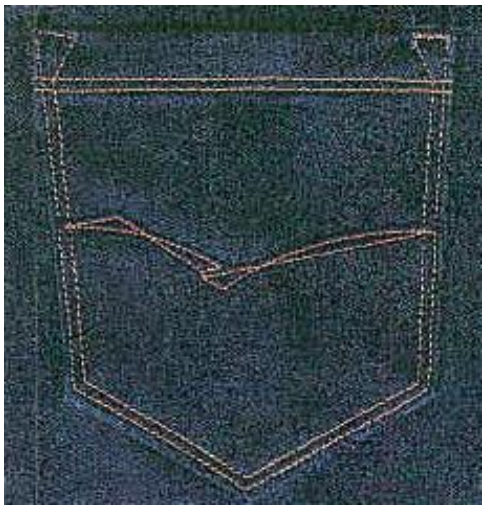
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48. List before the roaster Bench on 10.07.2026.

MANMEET PRITAM SINGH ARORA, J

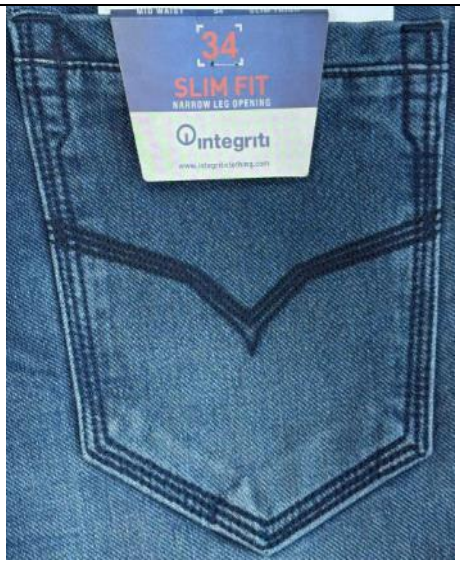
29th MAY, 2026/msh/AJ/AM

SCHEDULE – I

Annexure D and E	Defendant's KILLER Stitching Design Mark	Annexure G
		

SCHEDULE – II

Defendant's INTEGRITI Stitching Design Mark	Annexure F Design
	
	

	
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