

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO. 438 OF 2025

FIFTH GENERATION INC.

PETITIONER(S)

VERSUS

TITO'S RESORTS AND HOSPITALITIES
PRIVATE LIMITED & ANR.

RESPONDENT(S)

AND

TRANSFER PETITION (C) NO. 1892 OF 2025

O R D E R

1. We have heard learned counsel for the parties and perused the material available on record.
2. We have also perused the Report of the learned Mediator. We appreciate the efforts taken by Ms. Shwetasree Majumder, learned Mediator, Supreme Court Mediation Centre, who has mediated the dispute *inter se* the parties. We notice that the learned Mediator sat with the parties on more than 20 dates for undertaking such an exercise.
3. The Settlement Agreement dated 04.08.2026, duly signed by the parties and their respective counsel, has been placed on record.

4. The terms of Settlement Agreement are extracted as under:

"1. USE OF TITO'S MARK BY TITO'S RESORTS

I. In relation to liquor products/ alcoholic beverages, Tito's Resorts shall use the mark TITO'S and variations (such as TITO or TITOS) only as part of the composite marks TITO'S GOA or TITO'S RESORTS. By way of illustration, use in the form "TITO'S GOA Vodka" shall be permissible.

2. USE OF TITO'S MARK BY FIFTH GENERATION

I. Fifth Generation will not enter into the business of operating nightclubs, restaurants, resorts or other hospitality establishments under a TITO'S mark in India.

3. CO-EXISTENCE IN INDIA

I. The Parties agree to co-exist within the territory of India in accordance with the terms of this

Settlement Agreement.

II. Tito's Resorts shall not object to, challenge, oppose or otherwise interfere with Fifth Generation's manufacture, marketing, promotion, distribution, sale, use or registration of liquor products and alcoholic beverages under the mark TITO'S, including but not limited to the mark TITO'S HANDMADE VODKA.

III. Fifth Generation shall not object to, challenge, oppose or otherwise interfere with Tito's Resorts' manufacture, marketing, promotion, distribution, sale, use or registration of liquor products and alcoholic beverages under the mark TITO'S, provided such use and registration is in accordance with Clause 1 above.

IV. The Parties agree to work together in good faith to remedy/resolve any instances of actual or potential confusion that may arise amongst consumers/members of the trade and public from the continued use of the TITO'S mark by both

parties as per the terms of this Settlement Agreement.

V. The coexistence arrangement recorded herein is strictly limited to the territory of India.

4. TRADE DRESS

I. Tito's Resorts shall ensure that the trade dress, packaging, get-up and overall presentation of its liquor products and alcoholic beverages are not similar to the trade dress, packaging, get-up or overall presentation of liquor products and alcoholic beverages sold by Fifth Generation under the TITO'S mark.

II. Tito's Resorts further undertakes that it shall not use or incorporate the term "HANDMADE" in relation to any liquor products or alcoholic beverages sold by it under a TITO'S mark.

5. FUTURE TRADE MARK FILINGS

I. Tito's Resorts agrees that any

future trademark applications filed in India in respect of vodka or encompassing vodka (for example, "distilled spirits" or "alcoholic beverages") shall:

(a) be in accordance with Clause 1 above; and

(b) include a distinctive design element sufficient to distinguish the same from Fifth Generation's TITO'S trademarks (for example:



).

II. Fifth Generation shall not seek any trademark registrations in India for TITO'S marks in International Class 43.

6. WITHDRAWAL OF OPPOSITION PROCEEDINGS LODGED BY TITO'S RESORTS

I. Within 1 week of signing of this Settlement Agreement, Tito's Resorts shall withdraw the following opposition proceedings filed against Fifth Generation's trademark applications:

(a) OPP No. 937683 filed against

trade mark TITO'S HANDMADE VODKA bearing Application No. 2224925 in class 33; and

(b) OPP No. 1030294 filed against trade mark TITO'S VODKA bearing Application No. 2847716 in class Tito's Resorts further undertakes that it shall not oppose, challenge, seek cancellation of or otherwise object to trademark applications or registrations for TITO's marks owned by Fifth Generation in India, except in case of breach of Clause 5 of this Settlement Agreement.

7. WITHDRAWAL OF EXCISE COMPLAINTS FILED BY TITO'S RESORTS

I. Within 1 week of signing of this Settlement Agreement, Tito's Resorts shall withdraw all complaints filed/letters addressed to various Excise Departments in India against Fifth Generation/its distributors for sale of liquor under the trade mark TITO'S/ TITO'S HANDMADE VODKA and shall not pursue the same further (including but not limited to

complaints filed with Excise Departments in Telangana, Goa and Chandigarh).

8. WITHDRAWAL OF CRIMINAL/POLICE COMPLAINTS FILED BY TITO'S RESORTS

I. Within 1 week of signing of this Settlement Agreement, Tito's Resorts shall withdraw all criminal/police complaints filed against Fifth Generation/its directors/distributors for sale of liquor under the trade mark TITO'S/ TITO'S HANDMADE VODKA and shall not pursue the same further (including but not limited to police complaints filed with Calangute and Ribandar Police Station in Goa).

9. WITHDRAWAL OF CANCELLATION PROCEEDINGS LODGED BY FIFTH GENERATION

I. Within 1 week of signing of this Settlement Agreement, Fifth Generation shall withdraw the cancellation actions filed against the following trade mark registrations secured by Tito's Resorts in class 33 in India:

(a) Rectification No. 272601
filed against trade mark



bearing Registration No. 918193;

(b) Rectification No. 272601
filed against trade mark



bearing Registration No. 3242115.

II. Fifth Generation further undertakes that it shall not oppose, challenge or otherwise object to trademark applications or registrations filed by Tito's Resorts in India that comply with Clauses 4 and 5 of this Settlement Agreement.

**10. WITHDRAWAL OF PROCEEDINGS
PENDING BEFORE THE HIGH COURT OF
DELHI**

I. In accordance with the terms of this Settlement Agreement, Fifth Generation shall withdraw the lawsuit filed against Tito's Resorts and all other Defendants arrayed therein (CS (COMM) 276 of 2023) before the Hon'ble High

Court of Delhi on or before the next date of hearing before the said Court i.e., September 10, 2026.

**11. WITHDRAWAL OF PROCEEDINGS
PENDING BEFORE THE COURT OF THE
HON'BLE COMMERCIAL DIVISION AT
MAPUSA, GOA**

I. In accordance with the terms of this Settlement Agreement, Tito's Resorts shall withdraw the lawsuit filed against Fifth Generation and Aspri Spirits Private Limited (Commercial Civil Suit No. 15/2024/A) before the Court of the Hon'ble Commercial Division at Mapusa, Goa on the next date of hearing before the said Court i.e., August 5, 2026.

12. IMPLEMENTATION OF SETTLEMENT

I. The Parties shall take all necessary steps and execute all documents required for giving full effect to the terms of this Settlement Agreement.

II. The Parties shall file appropriate applications, affidavits, undertakings and/or

compromise terms (if need be) with the Hon'ble High Court of Delhi, Court of the Hon'ble Commercial Division at Mapusa, Goa, Excise Department/s, the Trade Marks Registry and any other authority or forum in India, as may be necessary to implement this Settlement Agreement.

III. The Parties shall jointly request the Hon'ble Supreme Court of India to dispose of the extant proceedings between them in terms of this Settlement Agreement.

13. VOLUNTARY SETTLEMENT

I. The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, after understanding its contents and legal implications, and without any force, coercion, undue influence or pressure.

II. The Parties further acknowledge that they have had the benefit of legal advice and representation during the mediation proceedings.

**14. UNDERTAKINGS TO THE HON'BLE
SUPREME COURT**

I. The Parties agree that the statements, assurances, obligations and undertakings contained herein shall constitute their solemn undertakings to the Hon'ble Supreme Court of India.

II. The Parties undertake to faithfully comply with the terms of this Settlement Agreement.

III. In the event of any breach of this Settlement Agreement, the aggrieved Party shall be entitled to seek all remedies available in law, including appropriate proceedings for enforcement of any order passed by the Hon'ble Supreme Court of India in terms hereof.

15. COSTS

I. Each Party shall bear its own costs, expenses, legal fees and other charges incurred in connection with the proceedings before the Supreme Court, Civil Court of the Goa and the mediation proceedings conducted by the Learned Mediator.

II. The Parties further agree that an amount of INR 1,00,00,000 [Rupees One Crore Only] shall be transferred as a single lumpsum within a period of 10 business days from the date of signing of this Settlement Agreement by Fifth Generation in the following bank account of Tito's Resorts by way of NEFT/RTGS, towards legal costs:

Account No.: 136205000476

Account Name: Titos Resorts And Hospitalities Pvt Ltd

Bank Name: ICICI Bank

Branch: Calangute

IFSC Code: ICIC0001362

16. RESERVATION OF RIGHTS OUTSIDE INDIA

I. The Parties expressly agree that this Settlement Agreement is limited to the territory of India.

II. Except as expressly provided herein, neither Party waives, relinquishes, compromises, restricts or otherwise affects any rights, claims, remedies,

trademark applications, trademark registrations, causes of action or defenses that may exist outside India.

III. All rights outside India are expressly reserved.

17. CONFIDENTIALITY

I. The Parties agree and undertake not to publish, disclose, or make available to any third party (other than the Parties' counsel, accountants, financial advisors, tax professionals retained by them, and any governmental taxing or regulatory authority), media or to the public at large, through any platform and/or medium, any details of this Settlement Agreement, including the agreed terms and conditions and any related information in connection with the present Settlement Agreement, without the prior written consent of the other party, except when such disclosure is made pursuant to a court order and suitable confidentiality protections are in place.

II. Nothing contained in this section shall prevent any Party from responding to inquiries by stating that the Parties have amicably resolved their differences, provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose any other terms of this Settlement Agreement or the settlement described herein.

18. WAIVER

I. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation, or the waiver by any party of any breach of this Settlement Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

**19. FULL AND FINAL SETTLEMENT OF
INDIAN DISPUTES**

I. Subject to and in accordance with the terms of this Settlement Agreement, the Parties acknowledge that this Settlement Agreement constitutes a full and final settlement of the disputes between them in India forming the subject matter of the pending proceedings and related trademark disputes in India and that there are no pending proceedings other than those referenced herein.

II. The Parties agree that they shall not hereafter dispute the validity or binding nature of this Settlement Agreement. "

5. It is agreed between the parties, as per paragraph no.6 of the Settlement Agreement, the cases mentioned therein, as described below, shall stand closed/quashed:

**"(a) OPP NO. 937683 filed against trade mark TITO'S HANDMADE VODKA bearing Application NO.2224925 in class 33; and
(b) OPP No. 1030294 filed against trade mark TITO's VODKA bearing Application No. 2847716 in class 33."**

6. All the legal proceedings pending *inter se* the parties shall stand closed/quashed; also, the allegations and counter allegations made by the parties to the *lis* shall be deemed to have been withdrawn and expunged from the records of the *lis inter se* the parties;

7. It goes without saying that both the parties will continue to abide by the terms of the settlement without any exception;

8. The Registry is directed to forward a copy of this order to the fora(s)/Courts concerned for passing formal orders closing the cases/placing the same on the record of the file(s);

9. The terms of the settlement recorded *vide* Settlement Agreement dated 04.08.2026 shall remain part and parcel of this order, binding the parties to such terms; and

10. The parties undertake to abide by the same and the parties, through their learned counsel present in the Court, have been made aware of the consequences of breach of such terms, including the initiation of contempt proceedings.

11. In view of the above facts, Transfer Petitions stand disposed of.

12. Pending application(s), if any, shall also stand disposed of.

.....J.
(SANJAY KAROL)

.....J.
(AUGUSTINE GEORGE MASIH)

NEW DELHI
AUGUST 20, 2026

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Transfer Petition (C) No. 438/2025

FIFTH GENERATION INC.

Petitioner(s)

VERSUS

TITO'S RESORTS AND HOSPITALITIES
PRIVATE LIMITED & ANR.

Respondent(s)

(FOR ADMISSION AND IA No. 39499/2025 - EX-PARTE STAY)

WITH

T.P.(C) No. 1892/2025 (XIV)

Date : 20-08-2026 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SANJAY KAROL

HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

For Petitioner(s) :Mr. Atmaram N.S. Nadkarni, Sr. Adv.
Mr. Datta Prasad Lawande, Adv.
Mr. Jay Methew, Adv.
Mr. Salvador Santosh Rebello, AOR
Ms. Manisha Gupta, Adv.
Ms. Deepti Arya, Adv.
Ms. Arzu Paul, Adv.
Ms. Himanshi Nagpal, Adv.
Ms. Moulishree Pathak, Adv.
Mr. Nishant Kumar, Adv.
Mr. Devesh Khandelwal, Adv.

Mr. C A Brijesh, Adv.
Mr. Ishith Arora, Adv.
Mr. Vikrant Narayan Vasudeva, AOR

For Respondent(s) :Mr. C A Brijesh, Adv.
Mr. Ishith Arora, Adv.
Mr. Vikrant Narayan Vasudeva, AOR

Mr. Atmaram N.s. Nadkarni, Sr. Adv.
Mr. Datta Prasad Lawande, Adv.
Mr. Jay Methew, Adv.
Mr. Salvador Santosh Rebello, AOR
Ms. Manisha Gupta, Adv.
Ms. Deepti Arya, Adv.
Ms. Arzu Paul, Adv.
Ms. Moulishree Pathak, Adv.
Ms. Himanshi Nagpal, Adv.
Mr. Nishant Kumar, Adv.
Mr. Devesh Khandelwal, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. The Transfer Petitions stand disposed of in terms of signed order.
2. Pending application(s), if any, shall also stand disposed of.

(RAJNI MUKHI)
ASTT. REGISTRAR-cum-PS

(ANU BHALLA)
COURT MASTER (NSH)

(Signed order is placed on the file)