



\$~37

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

+ **CS(COMM) 442/2024 & I.A. No. 37425/2024**

YC ELECTRIC VEHICLES

.....Plaintiff

Through: Mr. Neeraj Grover with Mr. Yatin
Chadha and Mr. Gurvinder Singh,
Advocates.
(M): 7417495584
Email: office@mylegalpartners.com

versus

SAKSHAM TRADING COMPANY

.....Defendant

Through: Mr. Manish Dhir, Advocate.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

27.08.2024

%

I.A. No. 37425/2024 (Joint application under Order XXIII Rule 3 CPC)

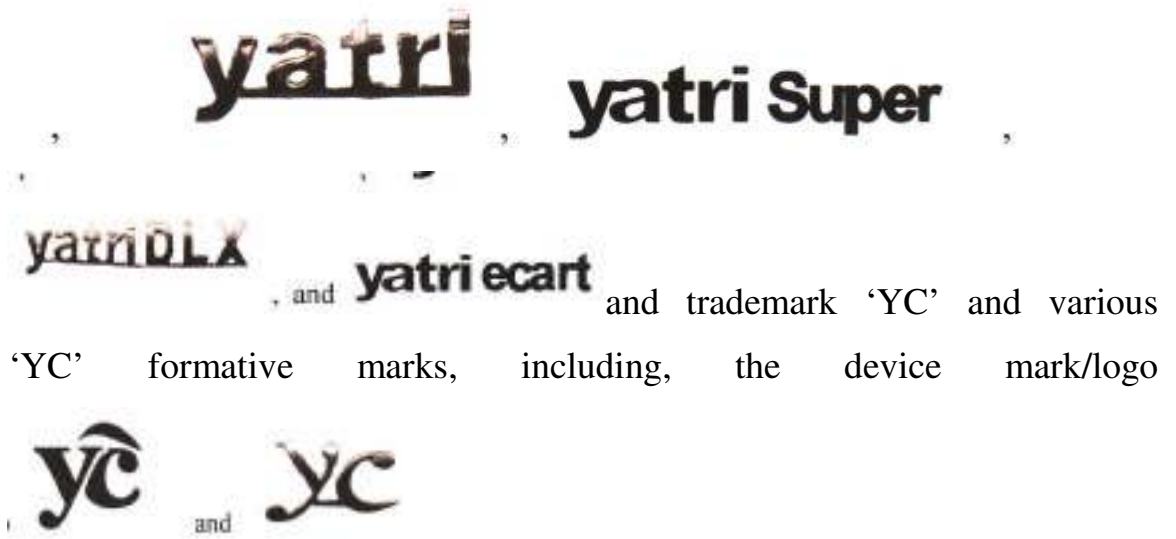
1. The present is a joint application filed on behalf of the plaintiff and defendant under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC").
2. The present suit has been filed for permanent injunction restraining infringement of trademark and copyright, passing-off, acts of unfair competition, seeking damages/ rendition of accounts, delivery up, etc.
3. By way of order dated 27th May, 2024 an *ex-parte ad-interim* injunction was passed in favour of the plaintiff and against the defendant, wherein, the defendant and all those acting for/on their behalf, had been restrained from using, in any manner, the impugned marks



 ,  and/or any other mark or marks, identical or deceptively similar to or containing the plaintiff's marks  ,  and/or  , directly or indirectly in relation to their business/products/services in respect of E-Rickshaw, E-vehicles, their parts, accessories and/or other similar/related/allied/cognate goods.

4. Learned counsels appearing for the parties submit that the matter has now been amicably settled between the plaintiff and the defendant.
5. The terms of the settlement arrived at between the parties are contained in paragraph 5 of the present application.
6. Counsels for the parties confirm the terms of the settlement and pray that the suit be decreed in terms, thereof.
7. This Court has perused the terms of settlement and finds the same to be lawful.
8. As per the settlement, the defendant has admitted that the plaintiff is the sole and absolute owner of the trademark 'YATRI' and various 'YATRI' formative marks including the device mark/logo





9. Further, in terms of the settlement, the defendant has also acknowledged the plaintiff to be the sole owner and proprietor of the designs of the E-Rickshaws registered vide registration no. 289824, 289825, 345779-001 and 414357-001. The defendant has further undertaken that it shall not, either directly or indirectly, sell/trade/manufacture any E-Rickshaw, E-vehicle and/or any other product bearing the similar/identical designs, as that of the plaintiff.

10. Learned counsel appearing for the plaintiff confirms the fact that the sum of ₹50,000/- in terms of the settlement has been received by the plaintiff.

11. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendant in terms of the settlement arrived at between the parties, as contained in paragraph 5 of the present application and in terms of Para 71 (A) to (C) of the prayer clause in the plaint, which shall form part of the decree.

12. The parties shall remain bound by the terms and conditions of the settlement.



13. In view of the fact that parties have arrived at a compromise, the Registry is directed to issue a certificate for refund of full Court Fees in favour of the plaintiff.

14. Decree sheet be drawn up.

15. The next date of hearing of 30th August, 2024 before the Joint Registrar (Judicial) and 03rd October, 2024 before the Court, stands cancelled.

16. Accordingly, the suit, along with the pending application, stands disposed of.

MINI PUSHKARNA, J

AUGUST 27, 2024

c