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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 223/2024, I.A. 3705/2025, I.A. 4882/2025 & I.A. 9832/2025**
SAERA ELECTRIC AUTO LIMITEDPlaintiff
Through: Mr. Yatin Chadha & Mr. Gurvinder Singh, Advocates.

versus

MALAK TECHNO PRIVATE LIMITEDDefendant
Through: Ms. Mary Vimala Bai, Advocate (through VC).

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
08.09.2025

1. The Parties have been able to settle the matter through Mediation and the Settlement Agreement dated 24.07.2025 is placed on record. As per the Settlement Agreement, the Parties have agreed that:

“i. The Defendant has confirmed that it has complied with the ad-interim injunction order dated 14.03.2024 in its true spirit and confirms that it



shall not use the injuncted impugned marks "MAYUR",



(hereinafter collectively referred to as "injuncted impugned marks) and/or any other mark or marks, identical to or deceptively similar to or containing the Plaintiffs prior adopted, prior used and registered trademark "MAYURI" and various "MAYURI" formative



trademarks including the device mark/logo



(hereinafter collectively referred to as the "MAYURI" trademarks) either as a brand name, trademark, trading style, corporate name, domain name, hashtag, metatag, etc. in respect of the E-Rickshaw, B-Vehicles, their parts, components and accessories and/or any other similar/related/allied/cognate goods/services and/or in any manner, whatsoever. The Defendant undertakes that it will not use the injuncted impugned marks.

ii. The Defendant acknowledges that the Plaintiff is the sole and absolute owner and proprietor of the MAYURI trademarks. The Plaintiff alone is entitled to exclusively use, adopt and exploit the MAYURI trademarks in any manner that the Plaintiff solely deems fit, and the Defendant has no right, title or entitlement in any manner whatsoever directly or indirectly to use and/or adopt any of the Plaintiffs MAYURI trademarks or any mark that is nearly identical/deceptively similar to the Plaintiffs MAYURI trademarks in any form whatsoever for any class of the goods and/or services anywhere in the world.

iii. The Defendant further acknowledges the Plaintiff to be the owner of Copyright in respect of the artistic logo/device mark(s) logo



and



iv. The Defendant agrees to pay a sum of Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand Only) to the Plaintiff as damages in 4 installments, out of which three installments of Rs. 1,00,000/-, Rs.50,000/- and Rs.50,000/- have been paid on 30.05.2025, 15.06.2025 and 15.07.2025 respectively, and the schedule for balance payment is as follows:

Installment No.	Amount	Paid on -Date
4 th	Rs. 50,000/-	14.08.2025

All the payments will either be done through NEFT/RTGS in the Plaintiffs



accountor through Demand Draft in the name of the Plaintiff.

- v. The Defendant undertakes to withdraw/change name in all the RTO approvals/state approvals/ICAT and other approvals taken under the brand MAYUR/MAYUR PRO within 30 days of signing this agreement. Copy of such withdrawal/change of name letters and approvals by the Government Departments/ICAT should be shared with the Plaintiff within 30 days from the date of signing of this Settlement Agreement and the Plaintiff upon receiving such confirmation shall proceed to sign and file the joint application before the Hon'ble High Court of Delhi for passing a Decree in terms of the present Settlement Agreement before the next date of hearing i.e., 08.09.2025.
- vi. The Defendant has informed the Plaintiff that it has already withdrawn the trademark application no. 6609929 for the mark "MAYUR PRO" and has also filed before this Hon'ble High Court an affidavit for the same on 01.05.2025 vide Diary No: 3071638/2025.
- vii. The Defendant further undertakes to re-brand after taking permission of the Hon'ble High Court of Delhi the goods and material seized by the Local Commissioner during the execution of the Local Commission, under a different brand which is not identical/nearly identical and/or deceptively similar to the Plaintiffs MAYURI trademarks and furnish the proof of the same to the Plaintiff within 30 days from the disposal of the present proceedings by the Hon'ble Court. The Plaintiff or its Representative can inspect or do surprise visit to check the compliance of the present Settlement Agreement any time after the signing of the present Settlement Agreement.
- viii. The Defendant further undertakes that the Defendant, its assigns, relatives, associates, affiliates, successors, manufacturers, employees, agents, dealers, retailers, wholesalers, distributors, licensees, franchisees, stockiest or any persons/entities as may be directly under the control of the Defendant and all others, acting through, for and on behalf of the Defendant:

A. Shall not adopt and/or use in any manner the injuncted impugned marks



"MAYUR",

and



or any other mark identical or deceptively similar to plaintiffs registered trademarks



'MAYURI', and either as a brand name, product name, trademark, trading style, corporate name, domain name, metatag, hashtag, web-address or otherwise, on their website, social media webpages, online trade directories or otherwise for manufacturing, producing, offering for sale, selling, displaying, advertising, marketing, stocking, in relation to their business/products/services, whether on the Internet or otherwise, in respect of any goods/services in any manner whatsoever;

B. Shall not adopt and/or use any part of the Plaintiffs device



mark/logo and and/or any mark which is nearly identical or deceptively similar to the existing trademarks of the Plaintiff such as "SAERA" and "SUNEHRI" and/or doing any act that may amount to infringement of the Plaintiffs copyright therein including to not adopt same/similar/identical font style, font colour and colour scheme/combination in any manner whatsoever;

C. Shall not, at any time in the future, oppose or take any action against any of the Plaintiff s trademark applications for the MAYURI trademark(s) pending or filed in future before the Trade Marks Registry and shall not apply for registration in respect of the marks identical/similar to the Plaintiffs MAYURI trademarks or any other mark nearly identical or deceptively similar thereto, in any class of the goods and services;

D. Shall not copy, use, or imitate wholly or partially, any of the Plaintiffs existing designs or any design feature(s)/element(s) of the existing e-rickshaw model(s) of Plaintiff in future;

E. Shall destroy or cause to destroy within 30 days from the signing of the present Settlement Agreement, all labels, cartons, wrappers, boxes, promotional and advertising material, stationery, brochures, banners, hoardings and any other promotional infringing material used by the Defendant that bear the injuncted impugned marks "MAYUR",



and



and/or any other mark or



marks, identical to or deceptively similar to or containing the Plaintiffs MAYURI trademarks or any of the Plaintiffs designs or any design feature(s)/element(s) of the e-rickshaw model;

F. Shall not make any fresh listing, and immediately remove within 3 days of signing of the present settlement agreement, all the existing listings from its website, social media accounts or any other electronic commerce portal or website and all other websites, platforms physical or virtual or digital, or any other digital content by its dealers/distributors containing the Defendant's injuncted impugned



marks 'MAYUR', and or the Plaintiffs MAYURI trademark(s) or other similar or deceptive marks in any manner whatsoever.

G. Shall not approach/poach any of the Plaintiffs Dealer/ Distributor/ employee/ agent/ associate or any person or entity related to or working with the Plaintiff for any purpose in any manner whatsoever.

ix. The Defendant hereby further agrees and undertakes that in case they are found indulging in any act of infringement or passing off with respect to the Plaintiffs rights acknowledged hereinabove and in case Defendant, fail to abide by any term or condition of this settlement, it shall be liable and undertake/admits to pay costs and liquidated damages as determined by the Hon'ble Delhi High Court as mentioned in prayer (G) of the Plaint as the consequences of such default.”

2. Accordingly, the Suit is decreed in terms of the Settlement Agreement. The Parties shall be bound by the terms of the Settlement Agreement. Let the decree sheet be drawn accordingly.

3. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

4. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become



liable to pay the entire Court Fees thereon.

5. The Suit stands disposed of. Pending Applications also stand disposed of.

TEJAS KARIA, J

SEPTEMBER 8, 2025/ 'A'