



\$~33

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

+ **CS(COMM) 227/2025 & I.A. 6606/2025**

HERO MOTOCORP LTD. & ANR

.....Plaintiffs

Through: Mr. Kunal Khanna, Mr. Madhav Anand, Mr. Kritin Bhasin, Mr. Yashveer Singh and Mr. Udit Sharma, Advocates

versus

M/S SHREE ENTERPRISES

.....Defendant

Through: Ms. Tejaswini Verma, Ms. Priya Rathi, Advocates

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

%

27.08.2025

1. The present suit has been filed seeking permanent injunction for infringement of design, trademark, copyright, passing off, delivery up, rendition of accounts, along with other ancillary reliefs.
2. Vide order dated 12.03.2025, the coordinate Bench of this Court had granted an ex-parte ad-interim injunction, restraining the defendant from infringing the plaintiff's trademark and device marks.
3. Vide order dated 13.05.2025, on the joint request, the parties were referred to the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre'). The report dated 09.07.2025 was received by the Mediation Centre stating that the mediation efforts had failed between the parties.
4. Mr. Rajat Pravinbhai Radadiya, proprietor of M/s Shree



Enterprises/defendant is present in person and is identified by his counsel.

5. Learned counsel for the defendant states that defendant does not wish to contest the matter and is consenting to passing off a decree of permanent injunction in terms of prayer clauses (a), (b), (c) and (d) of the plaint.

5.1 She states that defendant is willing to pay notional damages to the plaintiff in full and final settlement of its claims for rendition of accounts, damages and costs.

6. Learned counsel for the plaintiff states that the plaintiff has incurred legal costs towards the local commission and for prosecuting the suit.

6.1 He also submits that the Local Commissioner's report bears out, that 6,000/- infringing bottles were found during the commission.

7. After some arguments, the following terms and conditions of settlement have been agreed between the parties:

- (i) Seized bottles which are being held on *superdari* by the defendant will be destroyed in the presence of the plaintiffs' representatives within one (1) week.
- (ii) Defendant will pay nominal damages of Rs. 2 lakhs to the plaintiff within one (1) week through RTGS/NEFT into the account of plaintiff no. 1, details whereof will be provided by the counsel for the plaintiff through e-mail to the counsel for the defendant. The aforesaid payment is in full and final settlement of all money claims of the plaintiff including costs.

8. Defendant has executed an affidavit of undertaking dated 27.08.2025 recording the aforesaid terms, which has been handed over to the Court. The same is taken on record.

9. Defendant is directed to also e-file its undertaking within two (2)



days.

10. The original of the undertaking has been handed over to the plaintiff for safe keeping and its record.

11. This Court has heard the learned counsel for the parties.

12. In view of the aforesaid settlement arrived between the parties and unequivocal admission of the defendant the suit stands decreed in favour of the plaintiff and against the defendant prayer clauses (a), (b), (c) and (d) in terms of Order XV Rule 1 CPC. Similarly, the relief for delivery up at prayer clause (e), (f), (g) and (h) of the plaint shall stand satisfied with the destruction of the inventoried seized bottles as per the local commissioner's report.

13. The defendant has undertaken to make a payment of Rs. 2 lakhs within one (1) week. The money claims of the plaintiff in the plaint stand compromised as fully and finally in terms thereof. The money claims at prayer clauses (i), (j), (k) and (l) stand disposed of in terms of this settlement.

14. The statements and undertaking given by the parties are accepted by this Court and the parties are held bound by the same.

15. The defendant is cautioned that in case any subsequent act of infringement is found against him, the plaintiff will be entitled to re-agitate the claim of damages against the said defendant in the fresh suit and passing of the present suit will not amount to res-judicata.

Refund of Court fee

16. Learned counsel for the Plaintiffs prays that court fee may be refunded.

17. Keeping in view the aforesaid facts, the registry is directed to refund



100% Court Fee in favour of Plaintiff No. 1 within six (6) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870, and the judgment of the Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors**¹.

18. Let the decree sheet be drawn up.

19. With the aforesaid directions, this suit along with pending applications (if any) stands disposed of.

20. All future dates stand cancelled.

21. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

AUGUST 27, 2025/mt

¹ (2021) 3SCC 560.