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

+ **CS(COMM) 235/2025 & I.A. 6872/2025**

**KINETIC GREEN ENERGY AND POWER SOLUTIONS
LIMITED**

.....Plaintiff

Through: Ms. Rima Majumdar & Ms. Bindra
Rana, Advocates.

Versus

MR. MANIK MIGLANI & ORS.

.....Defendants

Through: None.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

01.12.2025

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1. The learned Counsel for the Plaintiff submitted that the Parties have been able to arrive at a settlement before the Delhi High Court Mediation and Conciliation Centre (“**DHCMCC**”) and a Settlement Agreement dated 01.11.2025 has been executed between the Parties.

2. The learned Counsel for the Plaintiff further submitted that as per the Settlement Agreement dated 01.11.2025, the Plaintiff and the Defendants have settled the dispute in the present Suit on the following terms (“**Terms of Settlement**”):

“1. The Defendants/Second & Third Party unconditionally acknowledges, understands and confirms the intellectual property rights of the Plaintiff/First Party as the owner and registered proprietor of the KINETIC GREEN trademarks, and also the

owner of the copyright in the artistic work of



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*and undertake not to challenge
the rights of the Plaintiff/First Party.*



2. *The Defendants/Second & Third Party undertake not to use the abovementioned trademarks and trade dresses or any other trade mark as may be phonetically, visually and structurally deceptively similar to the abovementioned Plaintiffs/First Party's trademarks/trade which would amount to infringement and passing off.*

3. *The Defendants agree, confirm & undertake to suffer a decree of permanent injunction restraining themselves , their associates, partners, sister concerns, agents, servants, affiliates, employees, representatives, and attorneys or any one claiming under them, directly or indirectly and shall not use the trade names "Kinatic E-Bikes India LLP" and "Lorik Kinetic India LLP" and*



the logos / Kinatic / Lorik Kinetic, or any other trade name/ trade mark/ domain name or logo which is visually, phonetically, conceptually, confusingly or deceptively similar or identical with that of the Plaintiffs/First Party's, for its business and services by



using the impugned logos / Kinatic / Lorik Kinetic, or any other logo as part of their trade mark/label, and by manufacturing, marketing, distributing or selling goods under the said marks and label.

4. *The Defendants/Second & Third Party undertake to take down all the online/electronic listings bearing the trade names "Kinatic E-Bikes India LLP" and "Lorik Kinetic India LLP" and*



the logos / Kinatic / Lorik Kinetic, or any other trade name/ trade mark/ domain name or logo which is visually, phonetically, conceptually, confusingly or deceptively similar or identical with that of the Plaintiffs/First Party's from all the social media/ecommerce platforms including JustDial.com/Indiamart.com/Google.com/Tradeindia.com and/or from any other platform whatsoever within 7 days of the signing of the present Settlement Agreement.



5. That the Defendants/Second & Third Party agree, confirm & undertake to suffer a decree of permanent injunction restraining themselves , their associates, partners, sister concerns, agents, servants, affiliates, employees, representatives, and attorneys or any one claiming under them, directly or indirectly, in any manner from passing off or enabling others to pass off their goods, services and business as that of the Plaintiffs/First Party's, by using the impugned trade name, trademarks and domain name KINATIC/

KINETIC and logos  /  /  / www.kinaticebikes.com or any other name/mark/domain name which is visually, phonetically, conceptually, confusingly or deceptively similar/identical with that of the Plaintiffs in respect of their business.

6. That in pursuance of the above the conditions as agreed upon by and between the parties the Defendants/Second & Third Party have transferred the domain name <kinaticebikes.com> to the Plaintiff and the authorized code has been provided by the Defendants/Second & Third Party for the said purpose.

7. That the Defendants/Second & Third Party have removed all promotional posts/listings from their social media pages/third party websites on the internet that bear the impugned marks and in adherence to the settlement offered by the Plaintiff, it is submitted that the online listing for "Kinetic e Bikes" has already been removed.

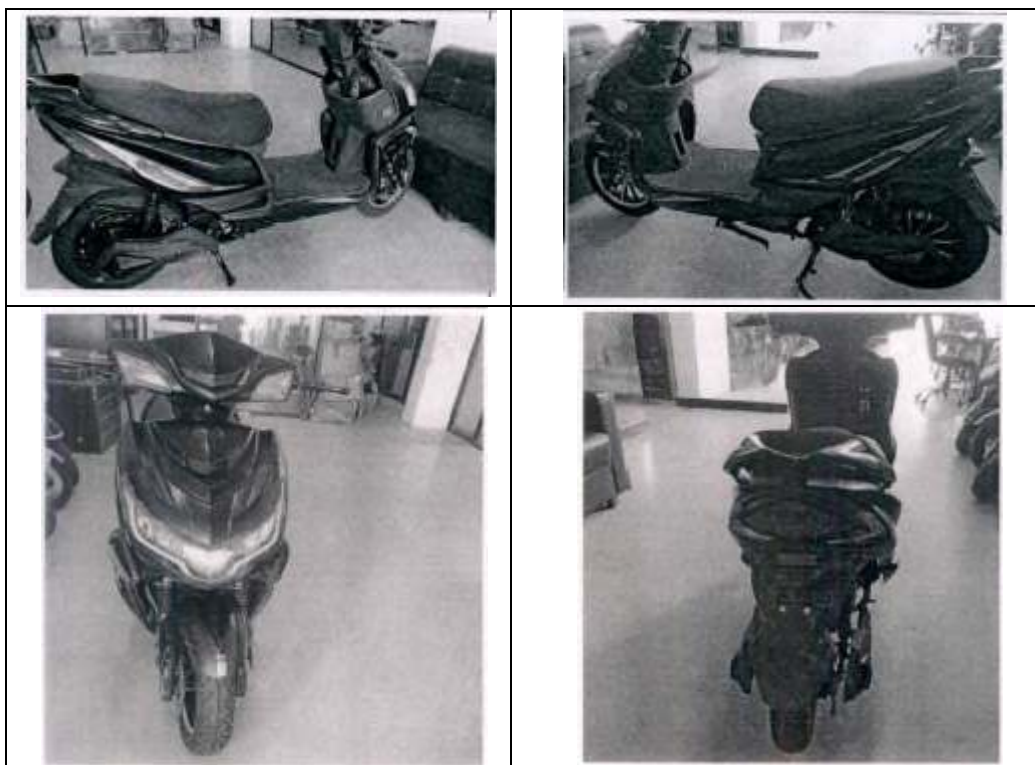
8. That the Plaintiff/First Party also acknowledge that the Defendants/Second & Third Party has removed the set up and advertisement in one of the Honda Showroom in Moradabad and the same has been closed and the Defendants/Second & Third Party removed all the other physical banners and advertisements. The photographs portraying the same are hereinbelow:

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9. *The Defendants/Second & Third Party and their associates, partners, sister concerns, agents, servants, affiliates, employees, representatives, and attorneys or anyone claiming under them, directly or indirectly, have already agreed, confirmed & undertaken to change the name of their LLP and remove the words KINETIC/KINATIC from its name forthwith. It is further agreed that the Defendants prior to adopting their new trade name for their business of EV's shall first take the approval of the Plaintiff/First Party so as to ensure that the name shall neither be identical nor deceptively similar to the Plaintiffs trademark/trade name, copyright, color combination of KINETIC GREEN and its copyright thereof.*

10. *During the settlement talks the Defendant No. 4 has provided a stock certificate to the Plaintiff/First Party with respect to the stock of EV bikes available with them which were received from the Defendants No. 1-3. The said stock statement shows that as on August 21, 2025, there was a stock of 100 bikes. In pursuance of the settlement agreement the Defendants have removed the mark "KINETIC" from the said bikes and replaced them with blank stickers which is accepted by the Plaintiff/First Party. The photographs portraying the same are hereinbelow:*





11. The said Defendant No. 4/Fifth Party confirms, agrees and undertakes to suffer a decree of permanent injunction against infringement restraining themselves, their associates, partners, sister concerns, agents, servants, affiliates, employees, representatives, and attorneys or any one claiming under them, directly or indirectly and shall not use the mark



"KINETIC/ / Kinatic / Loek Kinetic," and engrave/affix/place the same or any other logo which is visually, phonetically, conceptually, confusingly or deceptively similar or identical with that of the Plaintiffs/First Party's, for its business and services.

12. The parties agree that they shall pray to the Hon'ble Court that the suit being CS (COMM) 235/2025 be decreed in the above settlement terms. The Defendants agree and acknowledge that the terms of the present Settlement Agreement shall be binding on their proprietors, partners, successors, sister concerns, assigns in business, licensees, franchisees, agents, distributors and dealers or anyone acting on their behalf and under their control.

13. The Parties hereto confirm and declare that all the disputes and differences between them have been amicably settled, and they have arrived at this Settlement Agreement voluntarily and of their own free will.

14. The Plaintiff/First Party may seek refund of the court fees in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908 from the Hon'ble Court and the Defendants shall have no objection in this regard.

15. The Parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsels in Vernacular in the presence of each other and executed the present Settlement Agreement by their free will and volition without any force or pressure from anybody and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

16. That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions as set out therein and not to dispute the same hereinafter in future. The Defendants understand that in case of



any breach of the present Settlement Agreement the Plaintiff/ First Party shall be entitled to take action in accordance with law including their remedies under the Contempt of Courts Act, 1971.

17. By signing and executing this Settlement Agreement, the Parties hereto agree and undertake that they have no further claims or demands against each other qua the present suit and all the disputes/ differences have been settled amicably between them.”

3. Accordingly, the learned Counsel for the Plaintiff submitted that the present Suit be decreed in terms of the Terms of Settlement.

4. In view of the above, the Suit is decreed in terms of the Terms of Settlement arrived at between the Parties. The Parties are directed to be bound by the Terms of Settlement. Let Decree Sheet be drawn up accordingly. The Suit as well as the pending Application are disposed of in the aforesaid terms.

5. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.

6. In view of the fact that 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.

7. 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.

TEJAS KARIA, J

DECEMBER 1, 2025

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