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

+ **CS(COMM) 694/2024 & I.A. 36630/2024 I.A. 36634/2024 I.A. 16432/2025**

AKTIEBOLAGET VOLVO & ORS.

.....Plaintiffs

Through: Mr. Siddhant Chamola and Ms. Saijal Arora, Advocates

versus

M/S GRASP ENGINEERING AND SOLUTIONSDefendant

Through: Defendant in person through VC

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **14.10.2025**

1. Learned counsel for the plaintiff states that in pursuance to the directions issued vide order dated 25.07.2025, the e-marketplaces have taken down the infringing listings of the defendant's products.

1.1 He states that plaintiff is therefore satisfied with the compliance of the injunction order dated 11.09.2024.

1.2 He states that in the peculiar facts of this case, he has instructions to state that plaintiff would be satisfied if the suit is decreed with respect to the relief of permanent injunction as prayed for at paragraph 104 (i), (ii), (iii) and (iv) of the plaint.

1.3 He states that plaintiff is not pressing for its claim for damages and legal costs prayed for at paragraph 104 (vii), (viii), and (ix).

2. Mr. Ramesh, the proprietor of the defendant firm has joined the proceedings through video conferencing link and is identified by the learned



counsel for the plaintiff.

2.1 He states that he has no objection to the decree of permanent injunction being passed in terms of the prayer clauses at paragraph 104 (i), (ii), (iii) and (iv).

2.2 He states that defendant does not dispute the plaintiff's proprietorship rights in the trademark 'VOLVO' and undertakes not to use the said mark in any form.

2.3 He states that with respect to TM Application No. 5472880, the said application has been refused by the TM registry, and the defendant undertakes not to pursue the said application.

3. This Court has heard the learned counsels for the parties.

4. In view of the aforesaid submissions made on behalf of the parties, and having regard to the statements of learned counsel for the plaintiff and Mr. Ramesh, proprietor of the defendant firm, this Court does not find any impediment in decreeing the captioned suit.

5. The satisfaction of the prayer clause at paragraph 104 (v) and (vi) is recorded and the abovesaid statement of the defendant is taken on record.

6. The remaining reliefs mentioned at paragraph 104 (vii), (viii), and (ix) are dismissed as not pressed.

7. The parties are bound down by the statements and undertaking, mentioned above.

8. Consequently, the suit is decreed for permanent injunction in favour of the plaintiff and against the defendant in terms of paragraph 104 (i), (ii), (iii) and (iv) of the plaint.

9. The Registry of this Court is directed to prepare a decree sheet in terms of the order passed hereinabove.



Refund of the Court Fees

10. Learned counsel for the plaintiff prays that since the suit is at the pre-trial stage and has been settled even prior to the defendant filing its written statement, he may be granted partial refund of the Court fees.
11. Keeping in view the aforesaid facts, the registry is directed to refund 50% Court Fee in favour of Plaintiff 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.
12. Interim order shall stands merged with this order.
13. Pending applications, if any, stands disposed of.
14. Future dates, if any, stand cancelled.
15. 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

OCTOBER 14, 2025/mt/AM