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

+ **CS(COMM) 694/2023 & I.As. 40041/2024, 12673/2025**

HERO MOTOCORP LIMITED & ANR.Plaintiffs
Through: **Mr. Rahul Chaudhry and Ms.**
Vanshika Arora, Advocates

versus

MR. SHIV KUMAR GUPTA & ANR.Defendants
Through: **Defendant nos. 1 and 2 (through VC)**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 13.10.2025

1. The present suit has been filed seeking a permanent injunction restraining the Defendants from infringement of design and copyright, passing off, and unfair competition, as well as for rendition of accounts of profits, on the grounds that the Defendants were manufacturing and selling motorcycle engine oil in containers identical or deceptively similar to the Plaintiff's, including packaging/labeling that was similar to the Plaintiff's packaging/label.
2. This Court vide order dated 04.10.2023 passed an ex parte ad-interim injunction order restraining the Defendants from using the containers/packaging, labels, and designs which were a substantial imitation of the Plaintiffs' Hero 4T Motorcycle Engine Oil containers, labels, get-up, shape, colour combination and configuration.
3. This Court vide order dated 01.08.2025, on joint request of the parties referred the matter to the Delhi High Mediation and Conciliation Centre, for



exploring amicable settlement of disputes. The mediation has resulted in the successful settlement of disputes.

4. The settlement agreement dated 16.07.2025, executed before the Delhi High Court Mediation and Conciliation Centre, has been placed on record.

5. Defendant Nos. 1 and 2 have joined the proceedings through Video Conferencing [‘VC’] link and have been identified by the learned counsel for the plaintiff.

6. Learned counsel for the Plaintiffs states that the terms and conditions agreed between the parties are set out in the settlement agreement dated 16.07.2025.

7. She states that Defendant Nos. 1 and 2 have paid over a sum of Rs. 4 lakhs to the plaintiff towards damages and have undertaken to destroy the bottles and labels, which were seized during the local commission within a period of four (4) weeks.

8. Defendants have interacted with the Court and submit that they undertake to comply with its obligations set out in the settlement agreement dated 16.07.2025.

9. Learned counsel for the Plaintiffs and Defendants (in person through vc) state that they are bound by the terms of the Settlement Agreement dated 16.07.2025, and the suit may be disposed of in terms thereof.

10. The Supreme Court in **‘Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.’**¹, while dealing with the Section 89 of the Code of Civil Procedure, 1908 [‘CPC’] has observed that a settlement

¹ (2010) 8 SCC 24.



agreement executed between the parties should be placed before the Court for recording it and disposing of the suit in its terms. And, while dealing with the settlement, the Court should apply the Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

11. This Court is satisfied that the compromise arrived between the parties as contained in the aforesaid Settlement Agreement dated 16.07.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

12. The compromise contained in the aforesaid Settlement Agreement dated 16.07.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 16.07.2025.

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

14. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 16.07.2025 executed between the parties.

15. The Registry of this Court is directed to prepare a decree in terms of this order, and it is directed that the Settlement Agreement dated 16.07.2025 shall form part of the said decree.

Refund of Court Fees

16. Learned counsel for the Plaintiffs states that in view of the compromise recorded between the parties and the early disposal of the suit, the plaintiff prays for a refund of the court fee deposited. She states that she will be satisfied with a partial refund.

17. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of Plaintiff No. 1 within four (4) weeks, in



accordance with law. The said direction has been passed having regard to Sections 16 and 16A of the Court Fees Act, 1870.

18. Pending applications, if any, stand disposed of.

19. Further dates, if any, stand cancelled.

20. 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 the order shall be insisted upon by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

OCTOBER 13, 2025/rhc/aa