



\$~38

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

+ **CS(COMM) 1029/2024, I.A. 45333/2024-Stay, I.A. 45334/2024-
Exp from pre-litigation mediation**

**RAJEEV KUMAR GUPTA (HUF) TRADING AS UNIQUE
INTERNATIONAL**Plaintiff

Through: Mr. Neeraj Grover, Mr. Yatin
Chadha, Mr. Gurinder Singh, Ms.
Dolly Luthra, Advs.

versus

**LIONIZE AUTOMOBILE PRIVATE LIMITED
AND ORS.**Defendants

Through: Mr. Jashkirat Pal Singh, Adv. for
defendants.

**CORAM:
HON'BLE MR. JUSTICE SAURABH BANERJEE**

**ORDER
27.03.2025**

%

**I.A.8020/2025 (Application filed under Order XXIII Rule 3 read with
Section 151 of the CPC)**

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 filed on behalf of the plaintiff and the defendants seeking a consent decree based on the terms of settlement as mentioned in 5.1 to 5.11 of the present application, which are reproduced as under:-

“5.1 The Defendants (Lionize Automobile Private Limited, Raman Kumar, Ajit Singh and NIPS Electric Auto Private Limited) admit all the contentions, allegations and averments made by the Plaintiff in the captioned suit before this Hon’ble High Court and also admit that the Plaintiff is the sole and absolute owner of the trademark “PANTHER”



and various “PANTHER” formative trademarks including



, and various other device marks, composite marks, labels of which the trademark “PANTHER” is an essential, prominent and effective element (hereinafter collectively referred to as “**PANTHER trademark(s)**”). The Plaintiff alone is entitled to exclusively use, adopt and exploit the PANTHER trademark(s) in any manner that the Plaintiff solely deems fit, and the Defendants have no right, title or entitlement in any manner whatsoever directly or indirectly to use and/or adopt any of the Plaintiff’s PANTHER trademark(s) or any mark that is deceptively similar to the Plaintiff’s PANTHER trademark(s) in any form whatsoever for any class of the goods and/or services anywhere in the world.

5.2 The Defendants further acknowledge the Plaintiff to be the owner of Copyright in respect of the artistic logo/device mark(s)



5.3 The Defendant No. 1 informed the Plaintiff that it has already withdrawn the trademark application no. 5578598 dated 23.08.2022



for the impugned mark and has also withdrawn its Notice of Opposition filed by it in the Plaintiff’s trademark application

bearing no. 5586544 for the trademark



on

28.12.2024.
5.4 The Defendant No. 1 informed the Plaintiff that it has surrendered the domain name www.greenpantherev.com and has ensured the removal of the associated website from the internet, previously accessible at <https://greenpantherev.com/>.

5.5 The Defendants further undertake to surrender all the certificates received from NATRAX or any other testing agency for its e-rickshaw variant(s) under the impugned injuncted PANTHER and GREEN PANTHER marks.

5.6 The Defendants further undertake that the Defendants by themselves, or through their proprietor, partners, assigns, associates,



affiliates, successors, manufacturers, employees, agents, dealers, retailers, wholesalers, distributors, licensees, franchisees, stockist or any persons/entities as may be under the control of the Defendants or are related or affiliated to the Defendants and all others, acting through, for and on behalf of the Defendants:

(A) Shall not adopt and/or use in any manner the impugned



marks “PANTHER”,



“PANTHER”, and and/or any other mark or marks, identical to or deceptively similar to or confusing to or containing the Plaintiff’s trademarks “PANTHER” and various “PANTHER” formative trademarks including the device mark/logo



and various other device marks, composite marks, labels of which the trademark “PANTHER” is an essential, prominent and effective element, 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 in any manner whatsoever;

(B) Shall not adopt and/or use any part of the Plaintiff’s

device mark/logo



and/or doing any act that may amount to infringement of the Plaintiff’s 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



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 Plaintiff's PANTHER trademark(s) or any other mark deceptively similar thereto, in any class of the goods and services;

D) Shall not copy, use, or imitate wholly or partially, any of the Plaintiff's designs or any design feature(s)/element(s) of the e-rickshaw model as shown below or any other e-vehicle model to be launched by the Plaintiff in future:



(FRONT VIEW)



(BACK VIEW)



(LEFT-SIDE VIEW)



(RIGHT-SIDE VIEW)



(PERSPECTIVE VIEW)

(E) Shall destroy or cause to destroy all material, parts, accessories, labels, cartons, wrappers, boxes, promotional and advertising material, stationery, brochures, banners, hoardings and any other infringing material used by the Defendants that bear the impugned injuncted marks

“PANTHER”, , “GREEN PANTHER”,

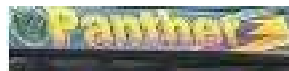


and



and/or any other mark or marks, identical to or deceptively similar to or containing the Plaintiff's PANTHER trademark(s) or any of the Plaintiff's 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 all the existing listings from its website or any other electronic commerce portal or website and all other websites, platforms physical or virtual or digital, containing the Defendants' impugned injuncted marks “PANTHER”,



“GREEN PANTHER”,



and  or the Plaintiff's PANTHER trademark(s) or other similar or deceptive marks in any manner whatsoever.

(G) Shall not approach/poach any of the Plaintiff's Dealer/ Distributor/ employee/ agent/ associate or any person or entity related to or working with the Plaintiff for any purpose



in any manner whatsoever.

5.7 That the Defendants hereby further agree and undertake that in case they are found indulging in any act of infringement or passing off with respect to the Plaintiff's rights acknowledged hereinabove and in case Defendants fail to abide by any term or condition of this settlement, it shall be liable and undertakes/admits to pay damages as mentioned in prayer (I) of the Plaint as the consequences of such default.

5.8 The Defendants further agree to suffer a Decree of Permanent injunction as sought in paragraph no. 86 (A) to (E) of the Plaint.

5.9 That the Defendant No. 1 has confirmed to the Plaintiff that it has complied with the prayer as claimed in para 86 (F) as it has completely destroyed the material, labels, cartons, wrappers, boxes, promotional and advertising material, stationery, brochures, banners, hoardings and any other impugned material used by the Defendants that bear the impugned injuncted marks "PANTHER",



"GREEN PANTHER",



and



and/or any other mark or marks, identical to or deceptively similar to or containing the Plaintiff's prior adopted, prior used and reputed trademark "PANTHER" and various "PANTHER" formative trademarks including the device mark/logo



and

various other device marks, composite marks, labels of which the trademark "PANTHER" is an essential, prominent and effective element.

5.10 That further, in the light of the aforementioned undertakings, the Plaintiff agrees not to pursue its claim for delivery up, and rendition of accounts against the Defendants and foregoes the prayers as claimed in para 86 (H) and (J) of the Plaint.

5.11 That the Plaintiff is hereby entitled to request this Hon'ble Court to refund the entire Court Fee deposited by the Plaintiff especially in view of the fact that the Suit has been settled at a very nascent stage. The Defendants undertake not to object such prayer by the Plaintiff for refund of the court fee."

2. The present application is duly supported by affidavits of the



authorized representatives of the plaintiff and the defendants.

3. Learned counsels of the parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in para 5.1 to 5.11 of the present application.

4. This Court has perused the terms of settlement as recorded *inter-se* the plaintiff and the defendants and finds them to be lawful.

5. In view thereof, the present application is allowed and disposed of.
CS(COMM) 1029/2024, I.A. 45333/2024-Stay, I.A. 45334/2024-Exp from pre-litigation mediation

6. The learned counsel appearing for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendants prays that since the dispute *inter se* them have been settled, he would not press for the other applications and prays that the present suit be decreed on the terms of settlement as aforesaid.

7. Accordingly, the present suit is decreed in terms of the settlement as recorded hereinabove in para 1 of the application bearing no.I.A.8020/2025.

8. The plaintiff and the defendants shall remain bound by the terms of settlement as recorded hereinabove in para 1 of the application bearing no.I.A.8020/2025.

9. Decree sheet be drawn up accordingly.

SAURABH BANERJEE, J

MARCH 27, 2025/bh