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

+ **CS(COMM) 1061/2024, I.A. 46646/2024 & I.A. 9551/2025**

KAWASAKI MOTORS LTD & ANR.

.....Plaintiffs

Through: Mr. C.D. Mulherkar, Mr. Nitin Wadhwa, Mr. Cheitanya Madan, Mr. R. Vigneshwar and Ms. Megha Saha, Advocates.

versus

KABIRA MOBILITY PRIVATE LIMITED

.....Defendant

Through: Mr. Vivek Ayyagari and Mr. Abhinav Bhalla, Advocates.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

23.07.2025

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1. The learned Counsel for the Plaintiffs submits that the matter has been settled between the Parties and a Settlement Agreement dated 24.06.2025 is placed on record.

2. The Parties have agreed as under:

- "1. The Second Party undertakes that in no event shall it sell more than three hundred and six (306) units of its bike KM 3000 Mark II with the Existing Design(as per the orders received by the Second Party and stated in the Affidavits).*
- 2. Any other units of bike KM 3000 Mark II shall be sold by the Second Party only after modifying the Existing Design of its bike, KM 3000 Mark II to the design mock-up ("New Design") annexed with the present Settlement Agreement as Document No. I.*



3. *The Parties agree that since the New Design has only been shown as a mock-up, in the event the First Party reasonably believes that production version of bike KM 3000Mark II with the New Design is similar to the Ninja 300, it shall provide written notice to the Second Party setting out the basis of such concern. The Parties shall engage in good faith discussions to resolve the issue within seven (7) days of such notice. If the Parties are unable to arrive at a mutually agreeable resolution within the said period, the First Party shall be entitled to take such steps as may be available to it in accordance with law, including seeking appropriate legal remedies.*
4. *The Second Party undertakes that the Second Party shall not use the Existing Design or any other design similar to that of the Ninja 300 for any of its present or future products, including but not limited to its bike KM 3000 Mark II, and any such usage shall entitle the First Party to pursue its legal remedies.*
5. *The Second Party undertakes to seek cancellation and/or withdrawal of its design registration(s) bearing no. 360705-001 dated 15.03.2022 in class 12-11 and 406109-001 dated 31.01.2024. The Second Party shall initiate such cancellation and/or withdrawal by submitting a formal request to the Controller / Deputy Controller of Patents & Designs, Patent Office ("Design Office") within five (5) working days from the date of execution of this Settlement Agreement upon successful conclusion of the mediation proceedings before the Learned Mediator of the Delhi High Court Mediation and Conciliation Centre.*
6. *In the event that the Second Party initiates the cancellation and/or withdrawal of its design registration(s) bearing No. 360705-001 dated 15.03.2022 in Class 12-11 and 406109-001 dated 31.01.2024 within five (5) working days from the date of successful conclusion of the mediation proceedings before the Learned Mediator of the Delhi High Court Mediation and Conciliation Centre, but such withdrawal is not completed within one hundred and twenty (120) days from the date of filing the withdrawal application due to reasons beyond the Second Party's reasonable control, the Second Party shall provide a no-objection certificate to any fresh cancellation petition that may be filed by the First Party in respect of the*



aforesaid registrations.

7. *The Parties further agree that the present settlement is strictly limited to the subject matter of the Suit, namely, the allegations of passing off arising out of the design of the KM 3000 Mark II vis-a-vis the Ninja 300, and shall not affect or prejudice the rights of either Party in respect of any unrelated products or designs not forming part of the Suit.*
8. *The First Party agrees to forgo any damages, costs or expenses sought from the Second Party in the present suit.”*

3. In view of the above, the present Suit is decreed in terms of the Settlement arrived at between the Parties. The Parties are bound by the Terms of the Settlement agreed between the Parties.

4. Let the Decree Sheet be drawn in terms of the Settlement.

5. The Suit is disposed of in the aforesaid terms. Pending Applications also stand disposed of.

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

7. In view of the fact that the 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 No. 2, in terms of Section 16 of the Court Fees Act, 1870.

8. 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

JULY 23, 2025/sms