



\$~20

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

CS(COMM) 25/2023 & I.A. 8815/2024

SWISS BIKE VERTRIEBS GMBH
SUBSIDIARY OF ACCELL GROUP

.....Plaintiff

Through: Ms. Anju Agrawal, Ms. Manisha Singh, Mr. Abhai Pandey, Ms. Swati Mittal, Mr. Nishant Rai, Mr. Manish Aryan, Ms. Akhya Anand and Ms. Shivani Singh, Advocates.

versus

RELIANCE BRANDS LIMITED (RBL)

.....Defendant

Through: Mr. Ankur Sangal, Mr. Ankit Arvind and Ms. Nidhi Pathak, Advocates

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

08.01.2026

%

I.A. 31096/2025

1. This is an application under Rule XXIII Rule 3 of CPC, 1908 seeking a decree to be passed in the suit based on the settlement terms as enumerated in para 2 of the said application.

2. This Court has perused the terms and conditions which are enumerated and extracted hereunder:-

*a. The Defendant undertakes, recognizes and acknowledges the Plaintiff's exclusive proprietary, and statutory rights in the Plaintiff's trademarks in India as mentioned in the paragraph no. 17 of the plaint in relation to bicycle or bicycle related services and products only ("**RALEIGH** trademarks").*

*b. The Defendant also undertakes not to use trademark "**RALLEYZ**", or any other trade marks/logo/device/domain name as may be identical or deceptively similar with the **RALEIGH** trade marks which may amount to infringement of the Plaintiff's registered trademarks and passing off of the Plaintiff's trademark **RALEIGH** and its variants for bicycles or bicycle related services and products*



only. The Defendant further confirms and undertakes that they have already discontinued the use of trademark "**RALLEYZ**" and further undertakes not to use "**RALLEYZ**" or any other trademarks/logo/device/domain name deceptively similar and/or identical to the **RALEIGH** trademarks as a product name/tradename for bicycles or bicycle related services and products only.

c. The Defendant further confirms and undertakes that they will not register or use any domain name having component/word **RALLEYZ** or any other confusingly/deceptively similar component/word which is identical or deceptively similar to any of the Plaintiff's **RALEIGH** trademarks for bicycles or bicycle related services and products only. The Defendant further confirms that they have dropped all references of the infringing marks from internet or any other online media for bicycles or bicycle related services and products only.

d. The Defendant further confirms withdrawal of their trademark application no. 5116111 dated September 03, 2021, for the mark



"and trade mark application no. 5282378 dated January 12, 2022, for the mark "**RALLEYZ**" respectively under class 12 and the same actually stands withdrawn in the records/status of trademark register. The Defendant further undertakes that they will not file any application to revive the above said Trademark Application nos. 5282378 & 5116111 in future. The Defendant further undertakes not to file any other trademark



application for the Trademark "**RALLEYZ**" & **RALLEYZ** or any other trademark identical or deceptively similar to any of the Plaintiff's **RALEIGH** trademarks in class 12 for bicycle or bicycle related product and services only. Copy of status along with letters of withdrawal of trademark application nos. 5116111 and 5282378 are filed along with the list of documents.

e. The Defendant agrees that they will not challenge/raise any objection to the rights of the Plaintiff in respect of its ownership and



use of the **RALEIGH** Trademarks in India and undertake not to challenge any registered trademark or any pending application for registration of a trademark filed or to be filed by the Plaintiff in respect of **RALEIGH** and its variants for bicycle or bicycle related products and services only.

f. That the Plaintiff has no objection to the disposal of the existing stock of Defendant's products under the trade mark **RALLEYZ** so long as the Defendant furnishes a complete disclosure of such stock along with particulars of the charitable organization or organizations (in case for more than one) to which the same is handed over.

g. It is further agreed that the aforesaid transfer and disposal of the Defendant's existing stock shall be completed within a period not exceeding 2 weeks from the date of execution of the present joint settlement application. The Defendant shall provide full disclosure of the aforesaid transfer and disposal to the Plaintiff supported by documents which shall be placed on record before this Hon'ble Court along with this Application.

h. The parties to this terms of settlement agree and undertake all applications served or filed by any of the parties including contempt applications will automatically upon orders as prayed of this Hon'ble Court stand withdrawn, discharged and dismissed and neither party shall initiate or agitate or escalate any such or other proceedings / applications in future before any forum in relation to the present suit and all such proceedings.

i. The Defendant has no objection if the entire court fee is refunded to the Plaintiff.

3. It may also be relevant to quote para 3 of the present application, which is extracted hereunder:-

“3. The present application is being filed jointly by the Plaintiff and Defendant to dispose of the present suit and pass a decree in terms of the settlement terms mentioned hereinabove in paragraph no. 2(a) to 2(i) of the present application. The parties also agree that they have understood the contents of the settlement terms, and the present application is being executed by the parties with their own will and volition without any force, undue influence, coercion or pressure.”

4. On perusing of the terms, it appears that the same are in conformity



with the provisions of Order XXIII Rule 3 of CPC, this Court does not find any impediment in disposing of the present suit in terms thereof by passing a decree.

5. Parties bring attention of this Court to Clause (g) of para 2 of the application and submit that the defendant is under an obligation to provide full disclosure of the transfer of stocks which was to be carried out within two weeks of the execution of the settlement terms.

6. Mr. Ankur Sangal, learned counsel for the defendant seeks and is granted two weeks' time to provide the full disclosure to the plaintiff and also to file the same under the cover of an index before this Court to show compliance, within the same period.

7. In terms thereof, the application is allowed and disposed of.

8. Decree sheet be drawn accordingly.

9. Learned counsel for the plaintiff requests that since the matter has been amicably resolved, the Court fee affixed to the suit may be refunded in terms thereof.

10. Allowing the oral prayer, this Court directs that the Court fees affixed may be refunded in terms of Section 16 of the Court Fees Act, 1870, after fulfilment of all the formalities under the Rules.

11. 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.

CS(COMM) 25/2023

12. The suit stands disposed of in aforesaid terms.

TUSHAR RAO GEDELA, J

JANUARY 8, 2026/११

CS(COMM) 25/2023

Page 4 of 4