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

\# **CNR No. DLHC010298362023**

\+ CS(COMM) 526/2023

AKTIEBOLAGET VOLVO & ORS. .....Plaintiffs

Through: Ms. Vaishali Mittal and Mr. Parth Malhotra, Advocates.

versus

M/S AUTO PINS INDIA LTD .....Defendant

Through: Ms. Kajal Arora, Advocate.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

O R D E R

% 29.10.2026

I.A. 29864/2026

1. The Plaintiffs and the Defendant have jointly filed the present Application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.

2. Learned Counsel for the Parties submit that during the pendency of the Suit, the Parties have amicably resolved their disputes and have agreed to settle the matter in the following terms:

> "*i. Defendant acknowledges that the Plaintiff 1s the proprietor of the well-known 'VOLVO' mark and its associated device marks as well as the registered mark 'FMX'.*
>
> *ii. The Defendant undertakes not to apply for the mark VOL VO or FMX or any other mark similar thereto in in respect of any goods and/or services and in any other manner whatsoever, including but not limited to trade mark registrations, company name registrations, trade name registrations, social media accounts and domain name registrations.*

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iii. *The Defendant, in lieu of settlement, shall pay an amount of INR 12,00,000 to the Plaintiffs. The said amount shall be transferred in its entirety to either of the following bank accounts held by Plaintiff No. 2:*

Account Number	*IBAN*	*Currency*	*SWIFT*	*BG Number*
50321003330	*SE7350000000050321003330*	*SEK*	*ESSESESS*	*52553682*
57468267138	*SE6250000000057468267138*	*EUR*	*ESSESESS*	
57468267146	*SE4050000000057468267146*	*USO*	*ESSESESS*	

iv. *The Plaintiffs shall pray before the Hon'ble Court for the refund of Court Fee of INR 2,00,000/-, to be released to the Plaintiffs' Counsels, and the Defendant shall not oppose the said prayer.*

v. *The Defendant undertakes to abide by its statement made before the Hon'ble Court on 15.01.2024 that it has discontinued the use of the Plaintiffs' registered trademarks and shall not use the same anytime in the future.*

vi. *The Defendant acknowledges that in the event of any breach of any of the undertakings/assurances provided by it as part of these settlement terms, the Plaintiffs shall be entitled to take appropriate legal action, including enforcement of this settlement/consent decree and seeking injunctive relief, appropriate damages including punitive damages and costs without prejudice to its other rights.*"

3. In view of the above terms of settlement ("**Settlement Terms**"), learned Counsel for the Parties jointly pray that the present Suit be decreed in terms of the Settlement Terms as well as in terms of the prayers sought in Paragraph Nos. 111(i), (ii), (iii) and (iv) of the Plaint.

4. In addition, learned Counsel for the Plaintiffs submits that the Parties have agreed that the amount of ₹12,00,000/- mentioned in Paragraph (iii) of the Settlement Terms shall be paid by the Defendant to the Plaintiffs within a period of two weeks.

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5. Learned Counsel for the Defendant agrees that the Defendant shall make the said payment within two weeks from the date.

6. Accordingly, the said undertaking of the Defendant is taken on record and the Defendant is directed to be bound by the same.

7. The Parties are also directed to be bound by the Settlement Terms as agreed between them as well as the prayers sought in Paragraph Nos. 111 (i), (ii), (iii) and (iv) of the Plaint.

8. In view of the above, the present Application is allowed.

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9. In view of the order passed in IA No. 29864/2026, the Suit is decreed in terms of the Settlement Terms as well as the prayer sought in Paragraph Nos. 111 (i), (ii), (iii) and (iv) of the Plaint.

10. Let Decree Sheet be drawn up accordingly.

11. The Suit stands disposed of. The next date of 18.11.2026 is cancelled.

TEJAS KARIA, J

OCTOBER 29, 2026
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