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

+ **CS(COMM) 860/2025**

YC ELECTRIC VEHICLEPlaintiff
Through: **Mr. Gurvinder Singh, Advocate.**

versus

NIPUN SANYANTRA PRIVATE LIMITEDDefendant
Through: **Mr. Jaskirat Pal Singh, Advocate.**

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

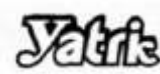
ORDER
06.04.2026

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I.A. 9183/2026

1. This application is filed jointly by the parties under Order XXIII Rule 3 read with Section 151 CPC for recording settlement between them and passing a consent decree.
2. This suit is instituted by the Plaintiffs seeking a decree of permanent/perpetual injunction against the Defendant, its Directors, its 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 Defendant or are related or affiliated to the Defendant and all others, acting through, for and on behalf of the Defendant from using in any manner the impugned marks

“YATRI”, “YATRIK,





YATRIK EV

, YK and



and/or any other mark or

marks, identical to or deceptively similar to or containing the Plaintiff's

trademarks "YATRI", "YC",

yatri

and/or

YC / YC

either as a brand name, trademark, trading style, corporate name, domain name, metatag, hashtag, web-address or otherwise, on its website, social media webpages, online trade directories or otherwise for manufacturing, producing, offering for sale, selling, displaying, advertising, marketing, stocking, whether directly or indirectly in relation to their business/products/services, whether on the Internet or otherwise, in respect of the E-Rickshaw, E-Vehicles, their parts, components and accessories and/or any other similar/related/allied/cognate goods and/or in any manner whatsoever amounting to infringement thereof, amongst other reliefs.

3. Parties have amicably resolved the *inter se* disputes and terms of settlement are incorporated in paragraph 5 of the application. It is jointly submitted by counsels for the parties that the suit be decreed in terms of the settlement and that a sum of Rs.1,00,000/- payable by Defendant towards damages stands paid.

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, this application is allowed and disposed of, recording the settlement between the parties.

CS(COMM) 860/2026 and I.A. 20241/2025

5. As noted above, parties have amicably settled the matter. For ready



reference the terms of settlement as incorporated in paragraph 5 of the application being I.A. 9183/2026 are as follows:-

“5. That the parties have discussed the matter at length and have agreed to resolve their disputes. Upon having resolved their disputes, the parties have agreed to record the terms of the settlement by way of the present application. That the terms of the settlement agreed upon between the Plaintiff and the Defendant are as follows:

5.1. The Defendant namely, Nipun Sanyantra Private Limited admits all the contentions, allegations and averments made by the Plaintiff in the captioned suit filed before this Hon’ble High Court and also admits that the Plaintiff is the sole and absolute owner of the trademark “YATRI” and various “YATRI” formative trademarks

including device mark/logo(s)  ,   and  of which the trademark “YATRI” is an essential, prominent and effective element (hereinafter collectively referred to as “YATRI trademark(s)”), and trademark “YC” and various “YC” formative trademarks including

the device mark/logo(s)  and  (hereinafter collectively referred to as “YC trademark(s)”). The YATRI trademark(s) and YC trademark(s) are hereinafter collectively referred to as “YATRI and YC trademark(s)”. The Plaintiff alone is entitled to exclusively use, adopt and exploit the YATRI and YC trademark(s) in any manner that the Plaintiff solely deems fit, and the Defendant has no right, title or entitlement in any manner whatsoever directly or indirectly to use and/or adopt any of the Plaintiff’s YATRI and YC trademark(s) or any mark that is deceptively/confusingly similar/resembling to the Plaintiff’s YATRI and YC trademark(s) in any form whatsoever for any class of the goods and/or services anywhere in the world.

5.2. The Defendant further acknowledges the Plaintiff to be the owner of Copyright in respect of the artistic logo/device mark(s) including

but not limited to   ,  and  and 



5.3. The Plaintiff or its representative can inspect or do surprise visit to check the compliance of the present settlement terms at any time.

5.4. The Defendant has informed the Plaintiff that it has removed the impugned listings from the website <https://www.evahaan.com/electric-rickshaw>.

5.5. The Defendant further undertakes that the Defendant by itself, or through its partners, assigns, associates, affiliates, successors, manufacturers, employees, agents, dealers, retailers, wholesalers, distributors, licensees, franchisees, stockists or any persons/entities as may be under the control of the Defendant or are related or affiliated to the Defendant and all others, acting through, for and on behalf of the Defendant:

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



injected marks "YATRI", "YATRIK", "YK",

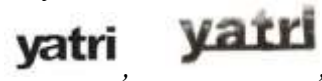


, and



and/or any other mark or marks, identical to or deceptively similar to or confusing to or containing the Plaintiff's trademarks "YATRI" and various "YATRI" formative trademarks

including the device mark/logo(s)



and trademark "YC" and various "YC" formative trademarks



including the device mark/logo(s) and of



which the trademark “YATRI” and/or “YC” 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 and/or services in any manner whatsoever;

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



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/registered 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 YATRI and YC 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.



Design Registration No. 289824

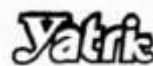


Design Registration No. 345779-001



Design Registration No. 414357-001

(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 Defendant and his dealers/distributors/associates etc., that bear the impugned injuncted marks “YATRI”, “YATRIK”, “YK”,



, and and/or any other mark or marks, identical to or deceptively similar to or containing the Plaintiff's YATRI trademarks “YATRI” and various “YATRI”

formative trademarks including the device mark/logo(s) **yatri**,



and



yatri ecart and trademark “YC” and various “YC” formative trademarks including the device mark/logo(s)



and of which the trademark “YATRI” and “YC” is an essential, prominent and effective element or other similar or deceptive marks in any manner whatsoever, 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 any other electronic commerce portal or website and all other websites, platforms physical or virtual or digital, containing the Defendant impugned injuncted marks or the Plaintiff’s YATRI and YC trademark(s) or other similar or deceptive marks in any manner whatsoever. The Defendant shall furnish the details of the third parties to the Plaintiff which do not agree to comply the terms.

(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.

5.6. That the Defendant hereby further agrees and undertakes that in case it is found indulging in any act of infringement or passing off with respect to the Plaintiff’s rights acknowledged hereinabove and in case the Defendant fails to abide by any term or condition of this settlement, he shall be liable and undertakes/admits to pay damages as mentioned in prayer (I) of the paragraph 82 Plaint as the consequences of such default.

5.7. The Defendant further agrees to suffer a Decree of Permanent injunction as sought in paragraph No. 82 (A) – 82 (F) of the plaint.

5.8. 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 Defendant and foregoes the prayers as claimed in paragraph 82(H) of the Plaint.

5.9. 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 Defendant undertakes not to object such prayer by the Plaintiff for full refund of the court fee.



5.10. That the Defendant has paid a sum of Rs. 1,00,000/- (Rupees One Lakh Only) as litigation expenses through 12 NEFT on to the Plaintiff. Further, the Plaintiff admits the receipt of the aforesaid amount. Both parties are legally bound to the terms and conditions of the present settlement agreement.”

6. Accordingly, this suit is decreed in terms of the settlement between the parties.
7. Registry is directed to draw up the decree sheet.
8. Suit stands disposed of along with pending application.
9. Plaintiff is held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.

JYOTI SINGH, J

APRIL 6, 2026/YA