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

+ **CS(COMM) 1121/2025**

UNIQUE INTERNATIONAL EV PRIVATE LIMITEDPlaintiff

Through: Mr. Yatin Chadha and Mr. Gurvinder Singh, Advocates.

versus

IQBAL PROPRIETOR OF M/S K.G.N & ANR.Defendants

Through: Mr. Jaskirat Pal Singh, Advocate for D-1.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

ORDER

% **12.03.2026**

I.A. 6184/2026

1. This joint application is filed on behalf of the Plaintiff and Defendant No. 1 under Order XXIII Rule 3 read with Section 151 CPC for recording the settlement between them.
2. At the outset, learned counsel for the Plaintiff, on instructions, seeks to delete Defendant No.2 as no such entity exists.
3. Defendant No. 2 is deleted from the array of the parties.
4. During the pendency of the suit, Plaintiff and Defendant No. 1 have arrived at an amicable settlement of their *inter se* disputes and filed the present application incorporating the terms of settlement in paragraph 6 of the application, which are extracted hereunder for ready reference:-

“6.1. The Defendant No. 1 namely Mr. Iqbal, sole proprietor of M/S K.G.N, admits 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

device mark/logo(s)  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 proper and the Defendant No.1 has 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/confusingly similar/resembling to the Plaintiff’s PANTHER trademark(s) in any form whatsoever for any class of the goods and/or services anywhere in the world.

6.2. The Defendant No.1 further acknowledges the Plaintiff to be the owner of Copyright in respect of the artistic logo/device mark(s)

including but not limited to .

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

6.4. The Defendant No. 1 has informed the Plaintiff that he has removed the impugned listings from the website <https://www.mskgn.in>.

6.5. The Defendant No.1 further undertakes that the Defendant No.1 by itself, or through its proprietor, partners, assigns, associates, affiliates, successors, manufacturers, employees, agents, dealers, retailers, wholesalers, distributors, licensees, franchisees, stockiest or any persons/entities as may be under the control of the Defendant No. 1 or are related or affiliated Panther Panther 8 to the Defendant No.1 and all others, acting through, for and on behalf of the Defendant No.1:

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

injuncted marks “PANTHER”, “E-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’s  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, Panther Panther 9 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/services 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 reproduce or copy the artistic work, get up, layout and not adopt same/similar/ identical font style, font colour and colour scheme/ combination, trade dress 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 PANTHER Panther Panther 10 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:*





(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 Defendant No.1 and his dealers/distributors/associates etc. that bear the impugned

injected marks “PANTHER”, “E-PANTHER”,



‘PENTHER’ and/or any other mark or marks, identical to or deceptively similar to or containing the Plaintiff’s PANTHER trademark(s) “PANTHER” and various “PANTHER” formative trademarks including the



device mark/logo(s) of which the trademark “PANTHER” 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 its website or any other electronic commerce portal or website and all other websites, platforms physical or virtual or digital, containing the Defendant No. 1's impugned injuncted marks "PANTHER", "E- PANTHER",



and

'PENTHER'

and/or



or the Plaintiff's

PANTHER trademark(s) or other similar or deceptive marks in any manner whatsoever. The Defendant No. 1 shall furnish the details of the third parties to the Plaintiff which do not agree to comply with 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 14 Plaintiff for any purpose in any manner whatsoever.

6.6 That the Defendant No.1 hereby further agrees and undertakes that in case he is found indulging in any act of infringement or passing off with respect to the Plaintiff's rights acknowledged hereinabove and in case Defendant No.1 fail to abide by any term(s) or condition(s) of this settlement, he shall be liable and undertakes/admits to pay damages as mentioned in prayer (G) of Paragraph 79 of the Plaint as the consequences of such default.

6.7 The Defendant No.1 further agrees to suffer a Decree of Permanent injunction as sought in Paragraph No. 79 (A) to (D) of the plaint.

6.8 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 No. 1 and foregoes the prayers as claimed in paragraph 79 (F) to 79(H) of the Plaint.

6.9 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 No.1 undertakes not to object such prayer by the Plaintiff for full refund of the court fee.



6.10 That the Defendant No. 1 has paid a sum of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) as litigation expenses through NEFT on 30.12.2025 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.”

5. Court has perused the terms of the settlement and finds the same to be lawful.

6. Accordingly, for the reasons stated in the application, the application is allowed recording the settlement between the Plaintiff and Defendant No. 1 in terms of settlement incorporated in paragraph 6 of the application.

7. Application stands disposed of.

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8. This suit is instituted on behalf of the Plaintiff *inter alia* seeking permanent/perpetual injunction restraining the Defendants and all others acting on their behalf from using in any manner the impugned marks

‘PANTHER’, ‘E PANTHER’, ‘PENTHER’,



, and/or any other mark identical/deceptively similar to or containing Plaintiff's trademark

PANTHER, including



and in respect of E-Rickshaw, E-Vehicles, their parts, components and accessories and/or any similar/related/allied/cognate goods in any manner and passing off their goods. Reliefs of copyright infringement, delivery up, rendition of accounts, damages etc., are also sought.



9. Suit is decreed in terms of the settlement between the parties, which shall bind them.
10. Registry is directed to draw up the decree sheet.
11. Suit is disposed of along with the pending application.
12. Date of 25.03.2026 stands cancelled.
13. Plaintiff is held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.

JYOTI SINGH, J

MARCH 12, 2026/VP/SS