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XX Vs Y

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Court : Delhi

Decided On : Apr-13-2026

Judge : Hon'Ble Ms. Justice Jyoti Singh

Appeal No. : CS(COMM)/1169/2025

Appellant : XX

Respondent : Y

Advocate for Def. : Mr. Jayant Mudgal

Advocate for Pet/Ap. : Mr. Kunal Khanna, Ms. Priyanshi Gupta, Mr. Anuj Dhar, Mr. Rishabh Gupta, Mr. Kaulik Mitra, Mr. Samanyu Bhatnagar

Judgement :

* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(COMM) 1169/2025 & I.A. 27151/2025 HERO INVESTCORP PVT. LTD. AND ANR .....Plaintiffs Through: Mr. Kunal Khanna, Ms. Priyanshi Gupta, Mr. Anuj Dhar, Mr. Rishabh Gupta, Mr. Kaulik Mitra and Mr. Samanyu Bhatnagar, Advocates.

versus

K.D. RUBBER INDUSTRIES .....Defendant Through: Mr. Jayant Mudgal, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% 13.04.2026

1. This suit is instituted on behalf of the Plaintiffs inter alia seeking a

decree of permanent injunction restraining the Defendant and all others acting on its behalf from manufacturing, trading, supplying, selling, marketing, in any manner, including online sale of any goods using Plaintiff No. ls HERO trademarks and/or any other mark deceptively similar thereto, amounting to infringement.

2. During the pendency of the suit parties were referred for mediation

before the Delhi High Court Mediation and Conciliation Centre, where they have amicably resolved their inter se disputes and executed a Settlement Agreement dated 12.02.2026, incorporating the terms of settlement, wherein Defendant has acknowledged the proprietary rights of the Plaintiffs in the HERO trademarks and agreed that neither the Defendant nor its associates,

servants, stockists, distributors or anyone acting on its behalf shall manufacture, sell, advertise and/or distribute, counterfeit or infringing goods bearing Plaintiffs HERO trademarks/logos/labels and/or packaging relating thereto. Defendant also agreed to pay a sum of Rs. 1,50,000/- to the Plaintiffs as compensation which admittedly stands paid by way of

Demand Draft on 12.02.2026. Copy of the Settlement Agreement has been placed on record along with copy of Demand Draft dated 07.02.2026.

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

lawful. Accordingly, the suit is decreed in terms of prayer clauses (a) and (b) of the plaint read with the Settlement Agreement, terms of which shall bind the parties thereto.

4. Registry is directed to draw up the decree sheet.

5. Suit along with pending application stands disposed of.

6. Plaintiffs are held entitled to refund of entire court fees in accordance with Court Fees Act, 1870. JYOTI SINGH, J APRIL 13, 2026/RW CS(COMM) 1169/2025 Page 2 of 2

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