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

CNR No. DLHC010104972025

+ **CS(COMM) 179/2025 & I.As. 5429/2025, 5433/2025**

HERO INVESTCORP PRIVATE LIMITED & ANR.Plaintiffs

Through: Mr. Pramod Kr. Singh, Ms. Aastha Sharma and Mr. Armaan Bhardwaj, Advocates.

versus

AMAN KALSI & ANRDefendants

Through: Mr. Amogh Singh, Advocate for D-1.
Mr. Aman Singh, Advocate for D-2.

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

**ORDER
11.08.2026**

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1. This suit is instituted on behalf of the Plaintiffs *inter alia* seeking a decree of permanent injunction restraining the Defendants and all others acting on their behalf from stocking, selling and offering for sale Cam Chain Kit, Disk Clutch Friction, Brake Shoes, Die Cast, Ball Races Kit, Plug Spark, Cam Chain, Plug Adaptor, engine oils, lubricants or any other allied or cognate goods bearing the marks “HERO”,  and



/ and/or any other mark deceptively and confusingly similar to Plaintiffs’ registered trademarks “HERO”,  and



/, amounting to infringement and/or passing off.



2. During the pendency of the suit, parties have amicably settled all their disputes. Settlement Agreement dated 30.01.2026 has been executed between the Plaintiffs and Defendant No. 1 and Settlement Agreement dated 12.02.2026 has been executed between the Plaintiffs and Defendant No. 2, incorporating the terms of settlement. As per the terms of settlement, Defendants have acknowledged the proprietary rights of the Plaintiffs in the HERO marks and have agreed not to use any mark in future, which is phonetically, visually or deceptively similar to Plaintiffs' registered HERO trademarks, amongst other terms and in order to put a quietus to the entire litigation, Defendant No. 1 has agreed to pay a sum of Rs. 1,50,000/- to the Plaintiffs in full and final settlement of their claims and Plaintiffs have agreed not to press for the entire claim of damages etc.

3. Defendant No. 2 has also acknowledged the proprietary rights of the Plaintiffs in the HERO marks and has agreed not to use any mark deceptively similar to Plaintiffs' registered HERO marks and has also agreed to pay a sum of Rs. 1,30,000/- to the Plaintiffs in full and final settlement of their claims and Plaintiffs have agreed not to press the entire claim towards damages etc.

4. Learned counsels for the Defendants submit that the entire payments as agreed have been made to the Plaintiffs and this fact is acknowledged by the counsel for the Plaintiffs.

5. The suit is decreed in terms of the settlement between the parties. The Settlement Agreements shall form a part of the decree and terms thereof shall bind the parties thereto.

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

7. In terms of the Agreement between the parties, the goods seized and



taken into custody by the Local Commissioner appointed by this Court and handed over on *superdari* to the Defendants, shall be handed over by the Defendants to the authorized representative of the Plaintiffs within four weeks from today for destruction. Learned counsel for the Plaintiffs, on instructions, candidly submits that the cost of transportation shall be borne by the Plaintiffs.

8. Suit stands disposed of along with pending applications.
9. Plaintiffs are held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.

JYOTI SINGH, J

AUGUST 11, 2026

S.Sharma