

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s).7625/2024

(Arising out of impugned final judgment and order dated 30-11-2023 in FAO(OS)(COMM) No.45/2023 passed by the High Court of Delhi at New Delhi)

BOLT TECHNOLOGY OU

Petitioner(s)

VERSUS

UJOY TECHNOLOGY PRIVATE LIMITED & ANR.

Respondent(s)

(FOR ADMISSION)

Date : 13-05-2024 This petition was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE SURYA KANT  
HON'BLE MR. JUSTICE K.V. VISWANATHAN

For Petitioner(s) Mr. Essenese Obhan, Adv.  
Mr. Dhruv Sharma, AOR  
Ms. Ira Mahajan, Adv.  
Ms. Ayesha Guhathakurta, Adv.

For Respondent(s) Mr. Amit Agrawal, AOR  
Mr. Rahul Kukreja, Adv.  
Ms. Sana Jain, Adv.

UPON hearing the counsel, the Court made the following  
O R D E R

1. The petitioner-Company has instituted an injunction suit, invoking original jurisdiction of the High Court of Delhi in relation to a dispute of 'passing off' the petitioner's trademark 'Bolt' by the respondents. The petitioner is an Estonian Company engaged in the business of transportation and mobility services that include vehicles for hire, micromobility, car sharing, EV charging stations/docks and food and grocery delivery services. The petitioner offers these services through its mobile application in more than 45 countries, now under the name 'Bolt' since 2018.

2. The respondents are engaged in the development, manufacturing and sale of Electric Vehicles Supply Equipment (EVSE) which includes EV Charging Services and EV Charging Stations. The hardware products developed by the respondents include Chargers, IOT Trackers and speedometers clusters while their software products relate to charging portals, operating system, charger management software, fleet management software for OEM's and vehicle management software for OEM's.

3. In the Civil Suit filed by the petitioner for injuncting the respondents from using their trademark 'Bolt', the learned Single Judge vide order dated 23.11.2022, arrived at an arrangement, to which the parties adhered to and which has been operative till the injunction was finally declined, firstly, by the learned Single Judge vide order dated 24.02.2023 and then in an Intra-Court appeal, by the Division Bench vide impugned judgment dated 30.11.2023.

4. The petitioner thereafter approached this Court and after taking notice of the fact that the interim order dated 23.11.2022 passed by the learned single Judge of the High Court had been in operation for a long time, this Court vide order dated 08.04.2024 directed the parties to explore if the matter could be resolved with that arrangement continuing permanently. Consequently, learned counsel for the parties sought and were granted time to have instructions and meanwhile status quo as it existed on that day was directed to be maintained.

5. The parties have now mutually resolved their dispute as per the Consent Terms dated 09.05.2024. They have jointly moved I.A.

No.11547/2024 to bring on record the Terms Of Settlement agreed between them and for the disposal of this special leave petition as well as other pending cases, as per the terms of the Settlement Agreement.

6. The consent terms entered into by the parties on 09.05.2024 are to the following effect:

"CONSENT TERMS

These consent terms are entered into by and between on 9<sup>th</sup> May 2024:

1. BOLT TECHNOLOGY OU having address as Vana-Louna TN 15, Talinn, 10134, Estonia (herein after referred to as "Petitioner" which expression shall include its representatives, successors and assignees)

AND

2. UJOY TECHNOLOGY PRIVATE LIMITED having address as 2328, 17<sup>th</sup> Cross Road, 24<sup>th</sup> Main, Sector 1, HSR Lay Out, Bengaluru Karnataka

3. REVOSAUTO TECH PRIVATE LIMITED having address as 2328, 17<sup>th</sup> Cross Road, 24<sup>th</sup> Main, Sector 1, HSR Lay Out, Bengaluru Karnataka

(herein after referred to as "Respondents" which expression shall include their representatives, successors and assignees)

Petitioners and the Respondents may herein after be collectively referred to as "Parties".

WHEREAS

A. Petitioner claims to be engaged in the business of transportation and mobility services that include vehicles for hire, micromobility, car sharing, EV charging stations/docks and food and grocery delivery services under the name/mark Bolt.

B. Respondents claim to be engaged in the development, manufacturing and sale of Electric Vehicle Supply Equipment (EVSE) which includes EV Charging services and EV Charging Stations. Hardware products developed by the Respondents include Chargers, 10T Trackers and speedometers clusters while their software products relate to charging portals, operating system, charger management software, fleet management software for OEM's and vehicle management

software for OEM's.

- C. Respondents had originally adopted the mark/trademark Bolt standalone to which grievances came to be raised by the Petitioner in the form of a suit before the Hon'ble Delhi High Court. During the pendency of the civil suit, Ld. Single Judge vide order dated 23.11.2022 arrived at an interim arrangement pursuant to which the Respondents migrated their business activities to be carried under the name and mark Bolt.Earth.
- D. The parties are now entering into this agreement to record the terms and conditions of the settlement reached between the parties. These terms shall become effective and operative only upon the same being taken on record by the Hon'ble Supreme Court and the proceedings between the Parties being disposed of on the basis of these consent terms.

Parties have agreed to the following terms for settlement of their disputes:

1. Without getting into the questions raised in the special leave petition, Parties shall jointly pray to the Hon'ble Court to dispose the same by recording as below:

- (i) During the pendency of the proceedings before the Hon'ble Delhi High Court, the Respondents have changed their business activities to be carried under the name and mark Bolt.Earth, and they undertake to not use Bolt standalone as trade name/mark for their present and future business activities. Respondents shall carry out their present and future activities using the trade name/mark Bolt.Earth or any other name but shall not use name/mark Bolt standalone. The Respondents shall not use any other variation of Bolt e.g. Bolt.EV etc. but can use Bolt.Earth EV etc;
- (ii) Respondents are not engaged in the business line of Transport services, Delivery services and Vehicle (including two and three wheeler) Rental Services, and they undertake to not use Bolt.Earth or any similar trade name/mark in the said business line;
- (iii) Both parties agree that the Contempt petitions/applications as originally filed before the Ld. Single Judge or appeals arising

therefrom or applications pending before the Hon'ble Division Bench of Delhi High Court be not pursued by either side. Further, the Parties will accordingly pray to the Hon'ble Court to dispose off all the pending proceedings and set aside the orders dated 24.03.2023 of Ld. Single Judge and 25.04.2023 of Hon'ble Division Bench of Delhi High Court and expunge the remarks contained therein. Nothing contained therein shall be construed as adverse in any manner whatsoever to the Respondents.

2. Pending suit between the Parties before the Hon'ble Delhi High Court bearing CS (COMM) 582/2022 be disposed of in terms of the above settlements between the Parties.

3. Parties agree to exchange scanned copies of the agreement and present the same to the Hon'ble Supreme Court."

7. The above terms are duly supported by the joint application and respective affidavits of the parties.

8. Their learned counsels, on instructions, state that the parties shall abide by the agreed terms and conditions.

9. As a consequence to the settlement, it stands resolved that:

(i) The respondents have changed their business activities to be carried under the name and mark 'Bolt.Earth' and they shall not use 'Bolt' as a standalone trademark for their present and future business activities.

(ii) The respondents shall carry on their present and future business activities using the trademark 'Bolt.Earth' or any other name but they shall not use the trade name/mark 'Bolt' standalone.

(iii) They shall also not use any other variations of 'Bolt' i.e., 'Bolt.EV' etc. but they can use 'Bolt.Earth EV' etc.

10. It is further discernible that respondents are not engaged in the business line of transport services, delivery services and

vehicle (including two or three-wheeler) rental services. They, accordingly, undertake not to use 'Bolt.Earth' or any other similar trade name/mark in the said business line.

11. In view of the settlement between the parties for present and future business activities, the petitioner agrees that the instant special leave petition as well as their injunction suit pending before the High Court of Delhi are rendered infructuous and may be disposed of accordingly in terms of the Consent Agreement. Consequently, the order dated 24.03.2023 passed by the learned Single Judge and order dated 25.04.2023 of the Division Bench of the High Court of Delhi, passed in the proceedings under Order 39 Rule 1 and 2A of the Code of Civil Procedure, 1908 are set aside and the remarks made therein are hereby expunged. Consequently, the Contempt Petition is also disposed of, as having become infructuous.

12. It is clarified that any adverse remark, observation, expression and/or word against the parties in any quasi-judicial or judicial order(s) are deemed to have been set aside and expunged.

13. The instant special leave petition stands disposed of in the above terms.

14. The question of law, however, is kept open to be dealt with at an appropriate stage.

15. All pending applications, if any, also stand disposed of.

(ARJUN BISHT)  
ASTT. REGISTRAR-cum-PS

(PREETHI T.C.)  
COURT MASTER (NSH)