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

+ **CS(COMM) 832/2025**

HERO MOTOCORP LIMITED

.....Plaintiff

Through: Mr. Saikrishna Rajagopal, Mr.
Sidharth Chopra, Mr. Kanishk
Kumar, Ms. Deepika Pokharia, Mr.
Priyansh Kohli and Mr. Abhinav
Bhalla, Advocates.

versus

URBAN ELECTRIC MOBILITY PRIVATE LIMITED

& ORS.

.....Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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13.08.2025

I.A. 19673/2025(Exemption from pre-institution Mediation)

1. This is an Application filed by the Plaintiff seeking exemption from instituting pre-litigation Mediation under Section 12A of the Commercial Courts Act, 2015 (“CC Act”).

2. As the present matter contemplates urgent interim relief, in light of the judgment of the Supreme Court in *Yamini Manohar v. T.K.D. Krithi*, 2023 SCC OnLine SC 1382, exemption from the requirement of pre-institution Mediation is granted.

3. The Application stands disposed of.

I.A. 19674/2025(Additional Documents)

4. The present Application has been filed on behalf of the Plaintiff under

Order XI Rule 1(4) of the Code of Civil Procedure, 1908 (“CPC”) as applicable to Commercial Suits under the CC Act seeking leave to place on record additional documents.

5. The Plaintiffs are permitted to file additional documents in accordance with the provisions of the CC Act and the Delhi High Court (Original Side) Rules, 2018.

6. Accordingly, the Application stands disposed of.

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7. Let the Plaint be registered as a Suit.

8. Issue Summons to the Defendants through all permissible modes upon filing of the Process Fee.

9. The Summons shall state that the Written Statement(s) shall be filed by the Defendants within 30 days from the date of the receipt of Summons. Along with the Written Statement(s), the Defendants shall also file an Affidavit of Admission / Denial of the documents of the Plaintiff, without which the Written Statement(s) shall not be taken on record.

10. Liberty is granted to the Plaintiff to file Replication(s), if any, within 30 days from the receipt of the Written Statement(s). Along with the Replication(s) filed by the Plaintiff, an Affidavit of Admission / Denial of the documents of Defendants be filed by the Plaintiff, without which the Replication(s) shall not be taken on record.

11. In case any Party is placing reliance on a document, which is not in their power and possession, its details and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.

12. If any of the Parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.

13. List before the Joint Registrar on 13.10.2025 for completion of service and pleadings.

I.A. 19672/2025(U/O XXXIX Rule 1 & 2 of CPC)

14. Issue Notice. Let Notice be served through all permissible modes upon filing of the Process Fees.

15. The Plaintiff has filed the present Suit for permanent injunction restraining trade mark infringement, passing off, unfair competition and other ancillary reliefs.

16. The Plaintiff is engaged in the business of designing and developing motorcycles and scooters for customers around the world.

17. Mr. Saikrishna Rajagopal, the learned Counsel for the Plaintiff made the following submissions before this Court:

17.1. Plaintiff is the prior and registered proprietor of the Marks ‘DESTINY’, ‘DESTINI’ and ‘DESTINI PRIME’ (“**Subject Marks**”) under Classes 12 and 37. The Plaintiff has commercially used the Mark ‘DESTINI’ in the course of trade since the year 2018 and has not permitted or licensed the use of the Subject Marks in any manner.

17.2. Defendant Nos. 1 to 4, trading under the name and style ‘Urban e-bikes,’ are engaged in the business of manufacturing, marketing and selling electric scooters bearing the Marks ‘DESTINY’ and ‘DESTINY+’. Defendant Nos. 5 and 6, trading under the name and style ‘Galaxy EV’ are engaged in the business of selling, distributing and promoting scooters bearing the Marks ‘DESTINY’

and 'DESTINY PRO'. Defendant Nos. 1 to 4 have a commercial relationship with Defendant Nos. 5 and 6. The Defendants have adopted the Marks 'DESTINY', 'DESTINY+' and 'DESTINY PRO' ("**Impugned Marks**") in relation to the products falling under Class 12, i.e., two wheelers.

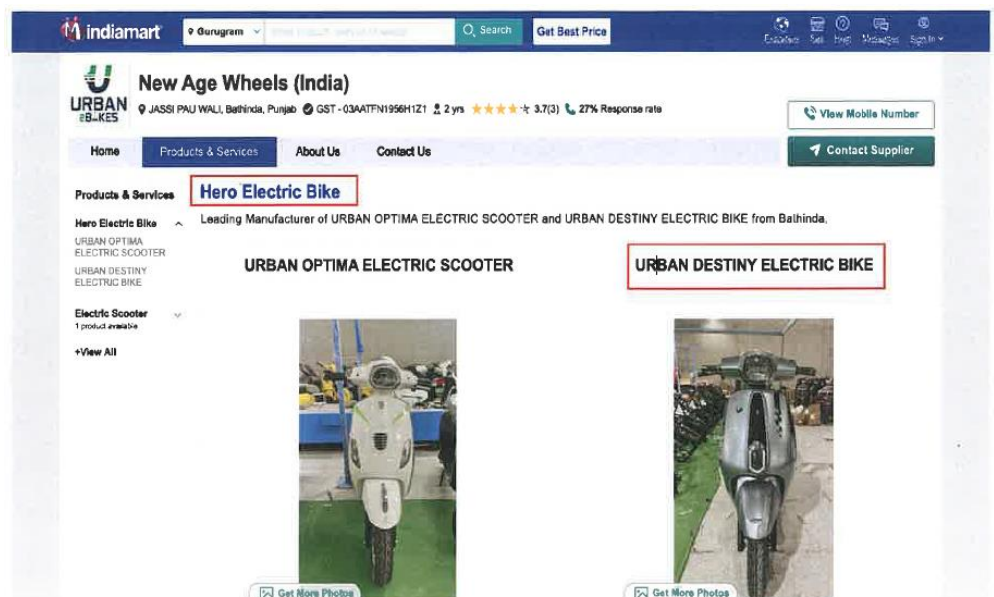
17.3. After a field investigation conducted by the Plaintiff, the Plaintiff became aware of the alleged infringing activities of the Defendants. The Plaintiff thereafter sent a Cease and Desist Notice dated 17.06.2025 to Defendant Nos. 2, 5 and 6 calling upon them to cease and desist from using the Impugned Marks or any Mark(s) identical or deceptively similar to the Subject Marks. No response was received from Defendant No. 2 however, Defendant No. 5 *vide* e-mail dated 03.07.2025 admitted that Defendant No. 5 is only a dealer of Defendant No. 1 and is buying electric scooters under the name 'DESTINY' from Defendant No. 1.

17.4. The Impugned Marks are structurally, phonetically and visually identical and / or deceptively similar to the Subject Marks. Considering the phonetic similarity between the Subject Marks and the Impugned Marks, any spoken or verbal use of the Impugned Marks will misrepresent the origin of the products of the Defendants bearing the Impugned Marks ("**Impugned Products**").

17.5. The Defendants' use and adoption of virtually identical and / or deceptively similar Subject Marks for identical goods is with the intention to ride upon the reputation and goodwill enjoyed by the Plaintiff and to give an impression to consumers and the general public that the Defendants bear some association or collaboration

with the Plaintiff and thereby foist the responsibility of the Defendants' actions upon the Plaintiff.

17.6. The Defendants' adoption and use of the Impugned Marks in relation to electric scooters, is *mala fide* and aimed at misappropriating the goodwill enjoyed by the Subject Marks for deriving commercial gains. Such use is detrimental to the distinctive character and reputation of the Subject Marks. The snapshot of listing of the Impugned Products as depicted in the Plaintiff is reproduced below:



17.7 The adoption / use of the Impugned Marks by the Defendants, without any authority and / or license from the Plaintiff, constitutes infringement of the Subject Marks under Section 29 of the Trade Marks Act, 1999 ("Act"). The deceptive similarity between the Subject Marks and the Impugned Marks gives rise to presumption of likelihood of confusion on the part of the general public under

Section 29(3) of the Act. The general public is likely to be deceived upon coming across the Impugned Marks being used in relation to the identical goods, i.e., two-wheelers.

17.8 Defendant Nos. 1 to 3 are also using the Mark 'HERO' to perpetuate misrepresentation. Such misrepresentation will result in consumer confusion leading to irreparable loss of goodwill and market share of the Plaintiff leading to gradual erosion of the distinctiveness and exclusivity associated with the Plaintiff and the Subject Marks.

17.9 The products bearing the Subject Marks enjoy considerable demand and popularity and any use of the deceptively similar marks in relation to the products that do not meet the quality standards of the products bearing the Subject Marks, will harm the goodwill and reputation of the Subject Marks.

17.10 The dilution of the distinctiveness of the Subject Marks, erosion of consumer trust, and loss of brand exclusivity constitute injuries that cannot be quantified or compensated monetarily. The Plaintiff, being the prior and registered proprietor of the Subject Marks 'DESTINY', 'DESTINI' and 'DESTINI PRIME' is, therefore, entitled to protection from the alleged infringing activities of the Defendants.

18. In view of the above submissions, it is prayed that the Defendants are liable to be restrained from the use of the Impugned Marks for the Impugned Products and / or any other goods / services.

19. Having considered the submissions advanced by the learned Counsel for the Plaintiff, the pleadings and the documents on record, a *prima facie*

case has been made out by the Plaintiff for grant of an *ex-parte ad-interim* injunction. Balance of convenience is in favour of the Plaintiff and against the Defendants. Irreparable injury would be caused to the Plaintiff if the Defendants are allowed to continue to use the Impugned Marks.

20. Accordingly, the Defendants, their owners, partners, directors, business associates, officers, servants, employees, and anyone acting for and on their behalf, are restrained from selling, offering to sell, rendering, manufacturing, advertising, promoting through any offline and online means such as websites or social media platforms or in any other manner using the Impugned Marks 'DESTINY', 'DESTINY+' and 'DESTINY PRO' or any other mark identical and / or deceptively similar to the Subject Marks 'DESTINY', 'DESTINI' and 'DESTINI PRIME' in relation to the identical or any allied or cognate goods or services falling under Classes 12 and 37, resulting in infringement of Subject Marks, passing off and unfair competition.

21. Let the Reply to the present Application be filed within four weeks after service of pleadings and documents. Rejoinder thereto, if any, be filed before the next date of hearing.

22. The compliance of Order XXXIX Rule 3 of the CPC be done within two weeks.

23. List before this Court on 24.11.2025.

TEJAS KARIA, J

AUGUST 13, 2025

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