



2026:DHC:903



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

% Judgment reserved on: 28.01.2026
Judgment delivered on: 04.02.2026

+ **CS(COMM) 104/2022**

HERO ELECTRIC VEHICLES PRIVATE LIMITED & ANR.

.....Plaintiffs

versus

MR. NITISH KUMAR & ORS.

.....Defendants

Advocates who appeared in this case:

For the Plaintiffs : Ms. Pragya Mishra, Advocate for Plaintiff No.2.

For the Defendants : None.



CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G M E N T

TUSHAR RAO GEDELA, J.

1. The present suit has been filed seeking, *inter alia*, a decree of permanent injunction against the defendant nos.1 and 2, to prevent the dishonest adoption and subsequent unauthorized use of its trademarks and copyrights in relation to offering services and, *inter alia*, soliciting dealership enquiries with respect to sale and exhibition of electric vehicles bearing identical and/or confusingly and deceptively similar trademarks HERO

ELECTRIC/HERO MOTOCROP/  /  or any other trademark, through the domain name, www.evbikedealership.online and the e-mail ID contact@evbikedelearship.online, being registered with the defendant no.3/GoDaddy.com, LLC (DNR), as well as damages and costs.








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2. It is the case of the plaintiffs that the plaintiff no.1/Hero Electric Vehicles Private Limited is in the business of electric vehicles and related infrastructure development. The plaintiff no.2 is a partnership firm established on 01.05.2010 and is the trademark holding entity of the plaintiff group of companies, which includes entities such as Hero Electric Vehicles Private Limited (plaintiff no.1).



3. The plaintiff no.2, in order to obtain statutory protection over its brand and trademark HERO ELECTRIC, in the year 2008, when it was a part of the wider Munjal Group, applied for the registration of the trademark/device mark HERO ELECTRIC and its variants, the essential part/feature thereto being “Hero”/“Hero Electric”, under Class 12. The said trademarks are validly registered with effect from the year 2008, the details of which are as follows:-

S.No.	Trademark	Application No.	Date of Filing	Class	Status of Application
1.		1752342	10.11.2008	12	Registered
2.		1757072	24.11.2008	12	Registered
3.		1757073	24.11.2008	12	Registered
4.		1757074	24.11.2008	12	Registered
5.		3572684	16.06.2017	12	Registered



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6.		3810675	19.04.2018	12	Pending
7.		4440283	13.02.2020	12	Pending

4. It is stated that the plaintiff no.2, being the registered proprietor of the trademarks HERO/HERO ELECTRIC and its variants, has licensed the same to plaintiff no.1 for use with respect to electric vehicles and to take infringement actions against third parties, if required.

5. The plaintiffs own various HERO formative domains and maintain various HERO formative website(s) including but not limited to www.heroecogroup.com, www.heroecogroup.net, www.hero.in and <https://www.heroelectric.in/> (registered in the name of the plaintiff group on 30.12.2006). It is further stated that goods of the plaintiff no.1 in India are also sold through other e-commerce websites and e-stores including but not limited to www.amazon.in, www.zigwheels.com, www.bikedekho.com/hero-electric-scooters and other e-commerce websites and online marketplace(s) all over India.

6. The plaintiffs, in the course of their business, have also created and developed several unique and distinctive logos, representations wherein the trademark HERO ELECTRIC has been depicted in an artistic style and each of such logo/representation are original artistic works within the meaning of Section 2(c) of the Copyright Act, 1957 and the copyrights in the said works belong to the plaintiffs. Moreover, copyright in the literary material, brochures, pamphlets, printed material, as well as the web-dress and source



code of the plaintiffs' website, www.heroelectric.in (including the user interface therein) also belong to the plaintiffs.

7. It is further stated that the said trademarks HERO/HERO ELECTRIC have acquired distinctiveness through continued, extensive, and uninterrupted use thereof by the plaintiffs. Since its adoption, the plaintiffs have used the trademarks openly, continuously, and uninterruptedly till date. The plaintiffs have over the years done extensive business and carried out voluminous trade activities under the said trademark HERO ELECTRIC. The revenues generated by the plaintiff no.1 run into several crores, indicative of the enormous goodwill and reputation amongst members of the trade, society and public enjoyed by the plaintiffs under the said trademarks. In FY 2016-17, the plaintiffs garnered impressive sales and revenue in India of Rs.5633.25 lakhs, which increased to Rs.31564.05 lakhs in FY 2020-21.

8. It is stated that the plaintiffs have over the years invested huge sums of money, labour, time & skill in research & development (R&D), advertising, promoting and protecting their said trademark HERO ELECTRIC and have thus been rewarded with their mark attaining country wide recognition and reputation. In FY 2020-21, the plaintiff no.1 incurred an expense of Rs.2464.26 lakhs towards promotional activities. Further, the plaintiffs' e-bikes, e-scooters and other non-fuel vehicles under the trademark HERO ELECTRIC have been accorded various awards and accolades in the mobility industry. The plaintiff no.1 was recognized as the 'Electric 2-Wheeler Manufacturer of the Year' at the Manufacturing & Design Show Awards, 2021.

9. The plaintiffs thus being the proprietor of the registered trademarks, apart from having insurmountable common law rights in the goodwill of the trademarks consequent to long standing, continuous and extensive use as well



as the aforementioned efforts which have contributed to the remarkable growth, reputation and goodwill of the plaintiffs amongst its customers and trade throughout the country and abroad, are entitled to the highest degree of protection.

10. It is stated that the defendant no.1 appears to be an individual who is operating and collecting money through illicit means by use of the impugned website hosted on the domain, www.evbikedealership.online and through e-mail ID contact@evbikedealership.online. It is stated that the said defendant collects the illegal proceeds through use of the impugned trademarks which are deposited in the bank account in his name, maintained with the defendant no.4/RBL Bank Limited.

11. The defendant no.2 is the sole proprietorship firm under the name and style of “Hero Electric” (@Hero Motocrop) which is soliciting dealership enquiries for sale of electric vehicles under the said name and style and further soliciting business of offering electric bike/two wheeler dealerships in the name of plaintiff no.1, while misusing the intellectual property of the plaintiffs.

12. Summons were issued in this matter *vide* order dated 14.02.2022, and an *ex-parte ad-interim* injunction was granted in favour of the plaintiffs and against the defendant nos.1 and 2, restraining them from using in any manner, the trademark, trade name HERO ELECTRIC/HERO MOTOCROP, or any other confusingly or deceptively similar marks or from offering dealerships on behalf of the plaintiffs and in the name of the plaintiffs. They were also directed to take down any such material on their website and domain, or otherwise available on the internet with immediate effect. Further, the defendant no.3/DNR, as also the defendant nos.1 or 2 were restrained from transferring the domain name www.evbikedealership.online and the email ID



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contact@evbikedelaership.online to any third person. The defendant no.3 was further directed to disclose to the plaintiffs, details of the registrant/owner of the impugned domain name www.evbikedelaership.online using the email ID contaet@evbikedelaership.online. The defendant no.4/Bank was also directed to disclose all the details of the holder of the account no.309012352803 or any other account operating under the name and style of M/s. Hero Electric/M/s. Hero Motocrop Pvt. Ltd./M/s. Hero Motocrop with its bank and freeze the operations in the said bank accounts, till further orders of the Court.

13. In pursuance of the said directions, the defendant no.4/Bank filed its affidavit of compliance on 09.03.2022, mentioning the requisite details.

14. On 10.05.2022, the learned Joint Registrar (Judicial) noted that the defendant nos.1 and 2 remained unserved due to insufficient address. Further, the submission of the plaintiffs that the said defendants were served through e-mail was also noted. In the said order, it was also noted that an affidavit of compliance had been filed by the defendant no.4. The statement of defendant no.3 that it had complied with the interim order dated 14.02.2022 and that an affidavit of compliance would be filed, was also noted. In the order dated 15.09.2022, the learned Joint Registrar (Judicial) noted that as per the affidavit of service, the defendant nos.1 and 2 had been served through email.

15. On 20.12.2022, it was noted that the process issued to defendant nos.1 and 2 had returned with report "insufficient address" and even the affidavit of service filed by plaintiffs does not show the successful delivery of email to defendant nos.1 and 2. Thus, fresh summons were issued to the defendant nos.1 and 2 through all permissible modes, including email.

16. In the order dated 10.02.2023, it was noted that the plaintiff had filed the affidavit of service, as per which, the defendant nos.1 and 2 had been served through e-mail. It was also noted that the process issued to the



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defendant nos.1 and 2 by Registry was not received back. Further, the learned Joint Registrar (Judicial), in the order dated 14.07.2023, noted that despite sufficient opportunity, the defendant nos.1 and 2 had not filed a written statement/reply, and consequently, the right to file written statement was closed.

17. Thereafter, on 07.12.2023, a direction was given to defendant no.3/ GoDaddy.com to, in the meantime, transfer the domain name, www.evbikedealership.online to the plaintiffs, subject to payment of usual charges. On 11.12.2024, on the statement of defendant no.3 that they have complied with the directions contained in the order dated 07.12.2023, with no objection from the plaintiff, the defendant no.3 was deleted from the array of parties.

18. On account of the fact that neither the defendant nos.1 and 2 had filed their written statement nor entered appearance, they were proceeded *ex-parte* by this Court, *vide* order dated 26.08.2025.

19. Considering the statutory and common law rights and the long usage of the trademark HERO as also its formative mark/logo HERO ELECTRIC amongst others, it appears that the rights of the plaintiffs would be severely and irreparably damaged in case a decree of permanent injunction restraining defendant nos.1 and 2 from using impugned domain name and website as also the unauthorized use of the trademarks and copyright of the plaintiffs, is not passed. Predicated on the fact that in the present case, neither defendant nos.1 and 2 entered appearance despite service nor did they file their written statement and were consequently proceeded *ex-parte*, no purpose would be served requiring the plaintiff to adduce any formal evidence in the present suit. Moreover, under the provisions of the Commercial Courts Act, 2015 read with Rules 14 and 27 of the Delhi High Court Intellectual Property



Rights Division Rules, 2022 (IPD Rules) and Rule 1 in Chapter VII of the Delhi High Court (Original Side) Rules, 2018 (hereinafter referred to as ‘*Original Side Rules, 2018*’), this Court can proceed to pass orders in the absence of the defendants or their defence, as the defendants are noted to have been served and the plaintiffs have also made out their case. It would be apposite to reproduce Rule 27 of the IPD Rules which reads thus:-

“27. Summary Adjudication In cases before the IPD, the Court may pass summary judgment, without the requirement of filing a specific application seeking summary judgment on principles akin to those contained in Order XIII A, Code of Civil Procedure, 1908 as applicable to commercial suits under the Commercial Courts Act, 2015.”

It would also be relevant to bear in mind Rule 1 of the Original Side Rules, 2018, which reads thus:-

“1. In default of appearance by defendant suit to be posted for hearing.—If on the day fixed for his appearance in the writ of summons, the defendant does not appear, and it is proved that summons was duly served, the suit shall proceed for hearing.”

20. The aforesaid view is fortified by the judgment of a Coordinate Bench of this Court in ***Disney Enterprises Inc. & Anr. vs. Balraj Muttneja & Ors., Neutral Citation 2014:DHC:964***, the relevant paragraph of which is extracted hereunder:-

“5. The plaintiffs, despite having been granted sufficient time and several opportunities, have failed to get their affidavits for leading ex parte evidence on record. However, it is not deemed expedient to further await the same and allow this matter to languish, for the reason that I have in Indian Performing Rights Society Ltd. Vs. Gauhati Town Club MANU/DE/0582/2013 held that where the defendant is ex parte and the material before the Court is sufficient to allow the claim of the plaintiff, the time of the Court should not be wasted in directing ex parte evidence to be recorded and which mostly is nothing but a repetition of the contents of the plaint.”

21. Therefore, this Court proceeds to dispose of the suit.



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22. It is to be noted that counsel for the defendant no.3/GoDaddy.com which is the Domain Name Registrar (DNR) made a statement that the directions in the order dated 07.12.2023 have been complied with and the domain name, www.evbikedealership.online stood transferred to the plaintiffs. Consequent upon such statement, the defendant no.3 was deleted from the array of parties.

23. The RBL Bank Limited was arrayed as defendant no.4 and *vide ex-parte ad-interim* order dated 14.02.2022, was directed to disclose the details of the holder of the Account No.309012352803 or any other account operated under the name and style of M/s. Hero Electric/M/s. Hero Motocrop Pvt. Ltd./M/s. Hero Motocrop with its bank as also to freeze the operations in the said bank accounts till further orders of the Court. Pursuant thereto, the defendant no.4 had filed an affidavit of compliance appending the bank account opening form alongwith KYC documents and account statement, as directed. A perusal of the bank statement of the Savings Account No.309012352803 for the period from 23.06.2021 to 25.02.2022, discloses that huge sums of money were credited and debited from time to time. What is significant to note is that the statement of account discloses a receipt of a total amount of Rs.8,84,697/-. The closing credit balance, as on 01.03.2022, was Rs.5,368.06/-. The said account details indicate that the money which was remitted was being withdrawn hastily. The inference that can be drawn is that the defendant nos.1 and 2 in order to cheat and deceive the innocent investors and general public, had opened the account with the sole intent to defraud the investors by luring them with a promise of a dealership for HERO EV vehicles from the plaintiff company.

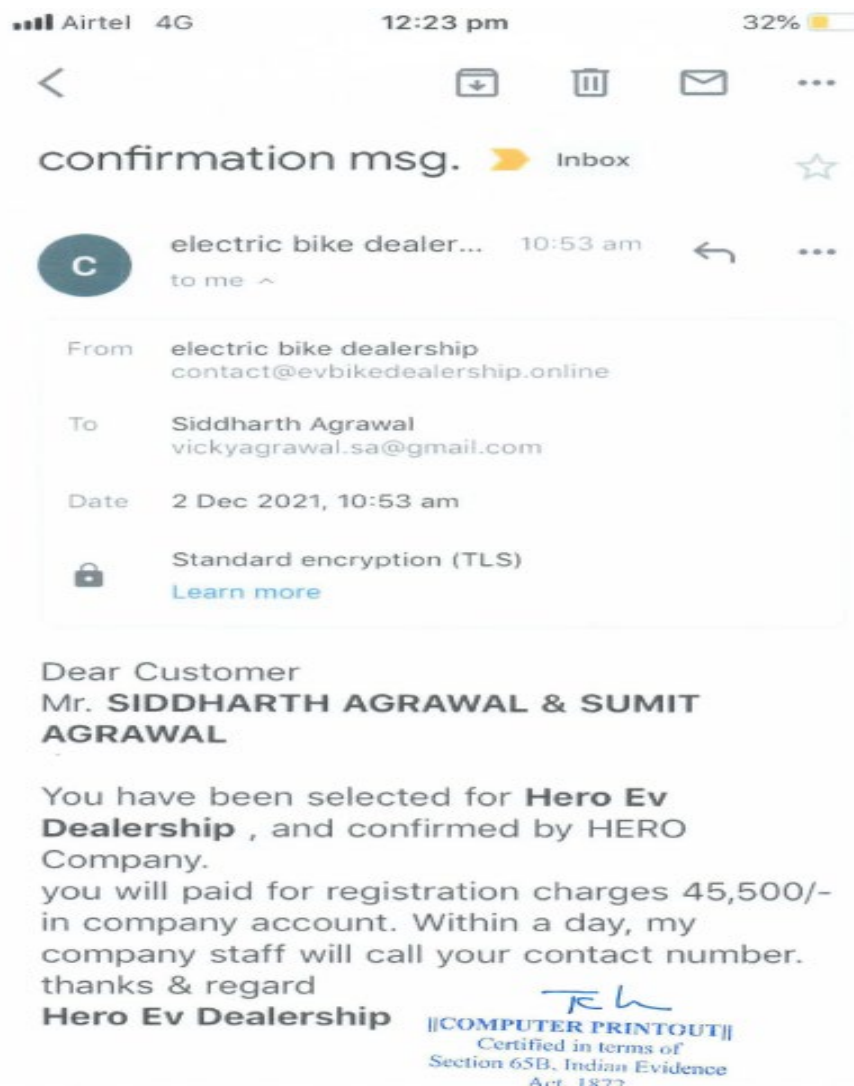
24. The aforesaid inference is strengthened by the fact that the defendant nos.1 and 2 had adopted a unique *modus operandi*. In that, they would use



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their website to lure prospective individuals by offering and promising an exclusive dealership for HERO EV vehicles by posing as if they are authorised for such purpose. Using such devious methods, defendant nos.1 and 2 would generate false and fictitious mails portraying as if the plaintiff company has sanctioned and confirmed such dealership, and on such false assurance and promise, they would demand payment as registration fee/application fee, in the company account. As a sample, one such email is extracted hereunder:-



Obviously, the bank account did not belong to the plaintiff company but the defendant nos.1 and 2.



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25. Consequent upon receiving the demanded amount, the defendant nos.1 and 2 would forge and fabricate a fictitious approval letter using the purported letter head of the plaintiff containing the registered trademark of the plaintiffs' company to validate their promise of HERO EV dealership. The forged and fabricated approval letter containing the trademark of the plaintiffs as placed on record, is extracted hereunder:-

Date: 02/12/2021



HERO MOTOCROP
HERO ELECTRIC THE SMART MOVE

SENAPATI BAPAT ROAD – SB ROAD, GROUND FLOOR – ICC TECH PARK, SENAPATI BAPAT ROAD,
PUNE - 411016

APPROVAL LETTER

Mr. SIDDHARTH AGRAWAL & SUMIT AGRAWAL
S/O RAJEEV AGRAWAL, MARKANDSHWAR BAZAR, MORENA, MADHYA PRADESH - 476001

We are happy to inform you that Hero motocrop . has agreed to give you a "Hero Ev Dealership", With Reference Number "RM/092020HR/". On the land referred by your location (MORENA). On the basis of your documents and suitability of your land space, the issue to hold the agreement is based on terms and conditions will be according to policies of the company in the financial year and laws of the agreement.

After that, you need to deposit registration fees **45,500/-** only In Company's account which will be refunded you, through NEFT/RTGS/IMPS or online banking we don't accept cash deposit through the bank or any other method. Our company will provide you sum of Rs. 30 lacks loan for 15 years. If you apply for loan on your property, along the period of deal companies ACT 1956 will prevail in case of any legal procedure.

Along with if you want to sanction loan on your property then your first installment of loan approved by Bank on approx. - 4.5% interest. You should fulfill the minimum requirement of land referred by you for installation of Hero EV Dealer, which is 1000sqft to 2500sqft. Land can be owned by the applicant and also case of lease will be considered. Once the deal begins and dealership gets installation done on your land, the scheme cannot be terminated before maturity period of 5 years. Delay by you may terminate the deal and the whole issue get condemned. And please note your amount will be refunded once you get the dealership.

Dear customer kindly deposit here registration fees as mentioned above, within 24 hours of issues.

Yours faithfully,

ACCOUNT INFORMATION: -
HERO MOTOCROP PVT LTD.
A/C - 309012352803
IFSC - RATN00000252


MANAGING

Main Branch: Hero MotoCorp Ltd, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi 110070, India

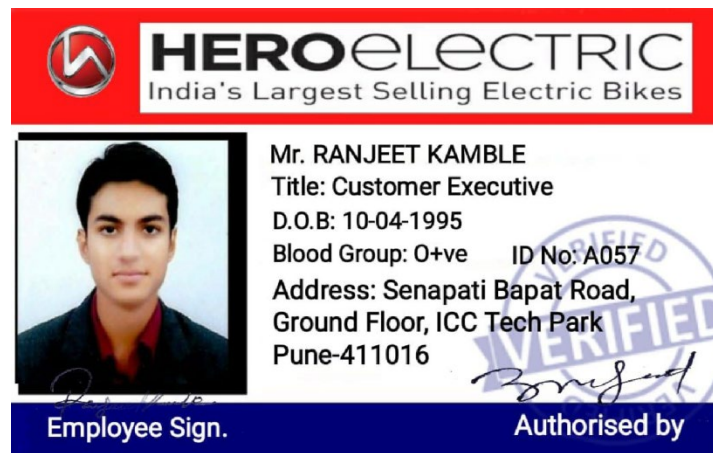

HERO ELECTRIC
India's Largest Selling Electric Bikes



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26. To authenticate and mislead individuals, the defendant nos.1 and 2 would engage services of certain persons as their employees who would negotiate and follow up with individuals/investors to trap them. The so called employees were issued fake and fictitious identity cards containing the trademark of the plaintiffs in order to further sway the individuals to whom such offers were made. One such fake identity card is extracted hereunder:-



27. The comparative analysis of the offending use by the defendant nos.1 and 2, with that of the plaintiffs is as under:-

Comparative Analysis	Plaintiffs	Defendant nos.1 and 2
Trademark	Hero Electric	Hero Electric
Website/Domain	www.heroelectric.in	www.evbikedealership.online



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Infringement of Copyright in the artistic works proprietary to the plaintiffs.	 HEROelectric The smart move	
		

28. Since the averments in the plaint as also the documents filed alongwith the suit plaint by the plaintiffs have neither been traversed nor objected to or even questioned by the defendant nos.1 and 2 as they have failed to file their written statement and were proceeded *ex-parte*, there is no reason for this Court to disbelieve either the averments in the plaint or the documents accompanying the suit plaint. As noted above, in exercise of the power conferred under Rules 14 and 27 of the IPD Rules, 2022 and Rule 1 in Chapter VII of the Original Side Rules, 2018, this Court can proceed with the suit and the averments in the suit as also, the documents can be deemed to have been admitted. As noted above, in view of the facts of the case as also the Rules noted above, the need to file an affidavit of evidence on behalf of the plaintiffs is also dispensed with.

29. Since the averments in the plaint as also the documents in support thereof alongwith the bank details provided by the defendant no.4 have gone uncontroverted and are deemed admitted, the plaintiffs would be entitled to a decree in terms of the relief sought.

30. Having regard to the nature of transactions entered into by defendant nos.1 and 2 and the manner in which the rogue website was being misused to not only infringe the registered trademarks of the plaintiffs but also to cheat the investors and the general public, the plaintiffs have established a strong case for decree of permanent injunction as prayed for in prayer clause of the



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plaint. Undoubtedly, as there is no rebuttal or controverting of the facts or documents of the plaintiffs by the defendant nos.1 and 2, coupled with the fact that the plaintiffs are owners of the registered trademarks HERO/HERO ELECTRIC which are renowned, the balance of convenience is clearly tilted in favour of the plaintiffs and against defendant nos.1 and 2. The observations and analysis above and the manner in which the defendant nos.1 and 2 have made use of the infringed trademarks of the plaintiffs to cheat the general public, would clearly and undoubtedly evidence the irreparable injury caused to the plaintiff. As a consequence, the plaintiffs are entitled to a decree of permanent injunction as prayed for.

31. Having said that, it is abundantly clear that in similar cases like the aforesaid, this Court has times without number, imposed exemplary and punitive damages. Though, it is correct that damages have to be proved in accordance with law yet keeping in view the facts which have arisen in this case as also the fact that the defendant nos.1 and 2 have amassed huge amounts of money to the tune of Rs. 8-10 lakhs by duping customers and misrepresenting their affiliation with the plaintiffs by infringing the renowned trademarks of the plaintiffs, this Court is of the considered opinion that in order to deter such unscrupulous persons from infringing registered trademark of the owner and duping the public in general, adequate exemplary and punitive damages ought to be imposed upon the defendant nos.1 and 2. In ***Koninklijke Philips N.V. & Anr. vs. Amazestore & Ors.***, CS(COMM) 737/2016, decision dated 22.04.2019, the learned Single Judge of this Court has laid down certain principles to be borne in mind while granting punitive and exemplary damages. The relevant extract is reproduced hereunder:-

“39. Consequently, though in assessing the aggravated damages which the Defendants should pay, the total figure awarded should be



in substitution for and not in addition to the smaller figure, yet the rounded total sum shall have to be calculated by adding an additional amount to the compensatory damages.

40. Keeping in view the aforesaid, this Court is of the view that the rule of thumb that should be followed while granting damages can be summarised in a chart as under:-

#	<i>Degree of mala fide conduct</i>	<i>Proportionate award</i>
(i)	<i>First-time innocent infringer</i>	<i>Injunction</i>
(ii)	<i>First-time knowing infringer</i>	<i>Injunction + Partial Costs</i>
(iii)	<i>Repeated knowing infringer which causes minor impact to the Plaintiff</i>	<i>Injunction + Costs + Partial damages</i>
(iv)	<i>Repeated knowing infringer which causes major impact to the Plaintiff</i>	<i>Injunction + Costs + Compensatory damages.</i>
(v)	<i>Infringement which was deliberate and calculated (Gangster/scam/mafia) + wilful contempt of court.</i>	<i>Injunction + Costs + Aggravated damages (Compensatory + Additional damages)</i>

”

32. Applying the aforesaid to the facts of this case, there is no way of ascertaining whether the infringer is a repeater but the facts noted above clearly indicate that the defendants have scammed innocent investors and caused major impact on the plaintiffs and the public and thus, would fall somewhere between category (iii) and (iv) as held in ***Koninklijke Philips*** (*supra*).



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33. Accordingly, the suit is hereby decreed in favour of the plaintiffs and against the defendant nos.1 and 2 in terms of para 60(i), (ii), (iii), (iv) and (xi) of the prayer clause in the plaint. The plaintiffs are entitled to, (i) a sum of Rs.20,00,000/- as damages; and (ii) a sum of Rs.3,00,000/- as litigation costs, to be paid by the defendant nos.1 and 2, jointly and severally, upon filing of the certificate of legal fee by the plaintiffs.

34. Court fees, if deficient may be affixed by the plaintiffs, whereafter, a decree sheet in terms of para 33 shall be drawn up accordingly.

35. The present suit is hereby disposed of, alongwith the pending applications.

**TUSHAR RAO GEDELA
(JUDGE)**

FEBRUARY 4, 2026/rl