

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****NOTICE OF MOTION NO. 1634 OF 2015****IN****SUIT NO. 509 OF 2015**

Federal Brands Ltd.

...Plaintiff / Applicant

VS.

Levi Strauss India Pvt.Ltd.

...Defendant

Mr.Aspi Chinoy, Senior Advocate, Mr.Venkatesh Dhond, Senior Advocate,
Mr.Shyam Kapadia with Mr.Sanjay Udeshi and Mr.Darshan Ashar i/b. Sanjay
Udeshi & Co. for Plaintiff.

Dr.Veerendra Tulzapurkar, Senior Advocate, Mr.Vinod Bhagat, Ms.Gunjan
Paharia, Mr.Punit Jani and Dhiren Karania I/b. G.S. Hegde & V.A. Bhagat for
Defendant.

CORAM : S.C. GUPTA, J.**2 MARCH 2016****ORAL ORDER :**

This is a trademark infringement and passing off suit. The notice of motion seeks a temporary injunction in respect of use by the Defendant of the mark **"LIVE IN"** in respect of jeans, apparel and clothing.

2 It is the case of the Plaintiff that in 1992, Hybo-Hindustan, a partnership firm and a sister concern of the Plaintiff (which was formerly known as Microtex India Ltd.), conceived and adopted the mark **"LIVE-IN"** in respect of jeans, apparel and clothing. Ever since 1992, Hybo-Hindustan has been using the mark on jeans *inter alia* through the Plaintiff as a permitted user of the former. It is submitted that Hybo-Hindustan has continued to exercise control and supervision over the Plaintiff's use of the mark and that the mark **"LIVE-IN"** has been continuously and openly used by the Plaintiff since then. It is claimed that the Plaintiff's products under the particular trade mark are presently sold through a distribution network of 2600 multi brand outlets and 30 distributors. In 1998, the Plaintiff introduced two lines of clothing to capitalise on the goodwill accumulated by the **"LIVE-IN"** brand, namely, **"LIVE-IN LITES"** and **"LIVE-IN COMFIES"**. On

31 December 1998, partners of Hybo-Hindustan applied for registration of the trade mark **“LIVE-IN”**. On 22 October 2005, the same was registered in class 25 in respect of ready-made garments, hosiery, jeans and articles of clothing, the registration being effective from 28 July 2003. Subsequently, the marks **“LIVE-IN LITES”** and **“LIVE-IN COMFIES”** along with other marks, such as **“LIVE-IN KHAKIS”**, **“LIVE-IN CHINOS”** and **“LIVE-IN UNRUFFLED”**, were also registered by the Plaintiff. By a Deed of Assignment, Hybo-Hindustan and its partners assigned the marks **“LIVE-IN”**, **“LIVE-IN COMFIES”** and **“LIVE-IN LITES”** to the Plaintiff. That is how the Plaintiff came to be the proprietor of the registered trade marks, which are collectively referred to as the **“LIVE-IN”** trade marks. The Plaintiff claims to have sold goods and merchandise under the **“LIVE-IN”** marks worth more than Rs.1000 crores during the years 1992-93 and 2013-14. In the year 2013-14 itself, the Plaintiff claims to have sold over 1.1 million pieces / jeans under its **“LIVE-IN”** marks. The Plaintiff claims to have spent a sum of over Rs.41 crores on advertisement expenses and brand promotion in respect of the **“LIVE-IN”** marks held by it. The sales figures as well as the advertisement and promotional expenses have been duly certified by the auditors of the Plaintiff. The sales figures together with the auditors' certificates are submitted with the plaint. It is the grievance of the Plaintiff that sometime in or about September / October 2014, the Plaintiff became aware of the Defendant's use of the identical mark, namely, **“LIVE IN”**, on its products and advertising as **“LIVE IN LEVI'S”**. Before, however, the Plaintiff could take any action, it is submitted, the Defendant's campaign was stopped in November 2014. It is the Plaintiff's grievance that in or about February 2015, the Defendant once again commenced its marketing campaign using the mark **“LIVE IN LEVI'S”**. In February – March 2015, various suppliers, distributors and retailers of the Plaintiff are claimed to have written to the Plaintiff about the confusion in the market and the perception gathered in the market about the Plaintiff's business having been taken over by the Defendant. It is the Plaintiff's grievance that the Defendant, who was making losses in the year 2013 and 2014, has now piggybacked on the Plaintiff's name and reputation and as a result, has now started making profits. It is submitted that the Defendant has not only infringed the registered trade mark of the Plaintiff but is also guilty of passing off its goods

as the goods of the Plaintiff. In the premises, the present suit is filed by the Plaintiff complaining of infringement and passing off.

3 On the other hand, it is the case of the Defendant that the words **“Live in”** or **“Lived in”** are generic and descriptive of clothing. The words have been used world over to describe the products of apparel and shoe industries commonly known as comfortable wear. It is submitted that the use of this expression is on the basis of daily life experience of “lived in” clothing or footwear being the most comfortable wear. The Defendant claims that the parent company of the Defendant, L&S Company, was one of the first clothing manufacturers to use the **“Live in”** concept with respect to its goods. It is claimed that L&S Company first adopted the concept in 1970's in its advertising campaign by using **“LIVE IN LEVI'S”**. It is submitted that the term **“Live in”** was used as an advertising subtext and not as a trade mark. The Defendant has placed on record various print-outs of the advertisements of L&S Company in the 1970s and 80's. It is submitted that later on in 1990, L&S Company changed its marketing and advertising campaigns to target the new, savvy, cell phone bearing, internet generation that was obsessed with innovation and internet, and for a few years in the 1990's and the first decade of the present century, the focus of the campaigns shifted from the **“Live in”** concept. It is submitted that having regard to the fact that the customers targetted by the Defendant steadily began looking for products that were comfortable around the second decade of the century, L&S Company revived the concept and started using the words **“LIVE IN LEVI'S”** in its advertising and marketing campaigns. This campaign, the ground work for which was started in 2013, was introduced in Mumbai by the Defendant sometime in August 2014. The Defendant claims to have spent substantial amounts on this campaign in India. Based on this fact, it is submitted that the Defendant has been using the term **“Live in”** as a description of goods and in accordance with honest practices followed by apparel and shoe industries in ordinary course of trade. It is submitted that the term **“Live in”** is a non-distinctive term common to the trade and is not adopted to distinguish the goods of one party from those of the others and therefore, does not qualify as a trade mark. It is submitted that several well known apparel companies have adopted

and have been using the “**Live in**” concept and the associated terms “**Live**”, “**Live in**” and “**Lived in**” in connection with their products. The Defendant has produced copies of advertising campaigns of some well known apparel companies by way of specimen copies. Additionally, it is claimed that the term “**Live in**” is being used only as an advertising subtext, and not in a trade mark sense.

4 At the hearing of the notice of motion, Dr.Tulzapurkar, learned Senior Counsel appearing for the Defendant, supplemented the Defendant's reply with the following submissions. He submitted that under Section 29(1) of the Trade Marks Act, 1999 (“Act”), a registered trade mark is infringed only when the same is used by the rival trader in relation to goods or services in respect of which the trade mark is registered “*in such manner as to render the use of the mark likely to be taken as being used as a trade mark*”. He submitted that a trade mark under Section 2(1)(zb) means a mark capable of distinguishing the goods or services of one person from those of the others and that such mark must be shown to be used or proposed to be used in relation to goods or services for the purpose of indicating, or so as to indicate, a connection in the course of trade between goods or services, as the case may be, and the trader. He submitted that there were two tests, one, a subjective test, and the other, an objective test, for considering whether or not the mark is being used for the purpose of indicating, or so as to indicate, a connection between goods or services and the user of the trade mark. The subjective test would imply use from the standpoint of the user as a trade mark, meaning thereby the user's intention to do so, whereas the objective test would examine whether the purchasing public was likely to consider it as indicating a connection. He submitted that considering the facts that (i) the words “**Live in**” have never been used by the Defendant at any time separately from the Defendant's mark “**LEVI'S**” but always used with the trade mark and never with greater prominence than the mark “**LEVI'S**” and (ii) they were mostly used as a subtext to underline the quality of the product, the words “**LIVE IN**” could not be said to have been at any time used by the Defendant to indicate a connection in the course of trade between the goods and the Defendant. In other words, the submission is that the Defendant never proposed,

or intended, to use the words “**LIVE IN**” as a trade mark. Even from the standpoint of the objective test, namely, whether the mark is likely to be taken by the trade or customers as a trade mark indicating the origin of goods, it is submitted by Dr.Tulzapurkar that words “**Live in**” along with other cognate expressions, such as “**Live**” and “**Lived in**”, have always been accepted by the trade as descriptive of goods in the apparel industry. Apparel companies world over have been using this expression in connection with their goods and in the premises, there was no likelihood of any customer taking the use as a use of a trade mark capable of distinguishing the goods of a particular trader from those of others. Dr.Tulzapurkar relied on several judgments including the judgments of the Chancery Division in **Richards vs. Butcher**¹ and **Edward Young & Co.Ltd. vs. Grierson Oldham & Co.Ltd**² as well as the House of Lords' decision in **Irving's Yeast-Vite Ld. vs. F.A. Horsenail (known as THE HERBAL DISPENSARY)**³ and decisions of Delhi High Court in the cases of **Johnson & Johnson vs. Christine Hoden India (P) Ltd.**⁴ and **Cadila Healthcare Ltd. vs. Gujarat Co-operative Milk Marketing Federation Ltd.**⁵ and a decision of our court in the case of **Hem Corporation Pvt.Ltd. vs. ITC Ltd.**⁶ in support of his submissions.

5 Insofar as the Defendant's contention that the words “**Live in**” are generic and describe the nature and quality of goods is concerned, it is important to note that there is nothing indicated in the material produced by the Defendant that the term is indeed generic or describes the nature or quality of goods, save and except use of these terms together with other cognate expressions, such as “**Live**” or “**Lived in**”, in advertising campaigns of some apparel companies. Firstly, it is important to note that all these campaigns, which are referred to by the Defendant, are international campaigns and not advertisements in India. The only advertisements in India, which are referred by the Defendant, are by the Defendant itself and these have been circulated since August 2013. These very

1 (1891) 2 CHANCERY DIVISION 522

2 REPORTS OF PATENT, DESIGN AND TRADE MARK CASES No.14 Vol.XLV 548

3 REPORTS OF PATENT, DESIGN AND TRADE MARK CASES No.4 Vol.LI 110

4 1988-PTC-39 Pg.39

5 2008 (36) PTC 168 (Del.)

6 2012 (52) PTC 600 (Bom.)

advertisements form the subject matter of the present dispute. Merely because some well known apparel companies have internationally used the terms **“Live”** or **“Lived in”** in their advertisements in connection with their lines of clothing, it cannot possibly be suggested that the words are either generic or describe the nature or quality of the goods, namely, apparel or clothing. On the other hand, it is quite apparent that the Plaintiff is the registered proprietor of the mark **“LIVE-IN”** in India in connection with its line of clothing and apparel. The Plaintiff has established a substantial reputation and goodwill in respect of the trade mark **“LIVE IN”** in India over the last more than 20 years. It can safely be concluded, on the basis of the material produced by the Plaintiff, that in India, the trade mark **“LIVE-IN”** has come to be exclusively associated with the Plaintiff. It does indicate the origin of the goods, namely, the house of the Plaintiff and is capable of distinguishing the goods of the Plaintiff from those of the others. To contrast the reputation and goodwill of the Plaintiff, borne out from the record, there is nothing to suggest that in India, the trade or customers are accustomed to regard the words **“Live”**, **“Live in”** and **“Lived in”** as generic or descriptive of goods.

6 Dr.Tulzapurkar referred to the Plaintiff's own applications before the trade mark registry for registration of its marks **“LIVE-IN CHINOS”**, **“LIVE-IN KHAKIS”**, and **“LIVE-IN UNRUFFLED”** showing the specification of goods, referred to by the Plaintiff in the applications, as including “Live in Jeans”. Based on this, it is submitted that the Plaintiff itself uses the term **“LIVE-IN”** as generic or descriptive of goods. Relying on the observations, made in '**McCarthy on Trademarks and Unfair Competition**', it is submitted that when the proponent or holder of the trade mark himself uses the term as a generic term, that is a strong evidence of genericness of the term and a kind of estoppel must arise in that case against the proponent. That may be so, but then, in the present case, it is the Plaintiff's submission that the use of the words “Live in Jeans” in the specification of goods forming part of the Plaintiff's applications for registration of the above marks was a mistake, made through oversight. The only response of the Defendant in its rejoinder, when this was pointed out by the Plaintiff in its reply, is that the mistake, if any, still perpetuates and there is no amendment to the specification of goods by the Plaintiff. The Defendant does not in response in

its affidavit suggest that the terms “**Live**”, “**Live in**” or “**Lived in**” are indeed generic and are used by the industry in a generic sense or produce any material in support. Merely because the Plaintiff has used the expression “Live in Jeans” in its specification of goods in some of its trade mark registration applications, which use is avowed by the Plaintiff as something through oversight or mistake, it cannot be suggested either that the terms are indeed generic or that an estoppel needs to be raised against the Plaintiff. (Apart from the Plaintiff's own applications referred to above, there is one application by another firm, which uses the words “Live in” in its specification of goods. Again this by itself cannot be said to be determinative of the nature of the use - whether generic or otherwise.). Whether or not these terms are generic is a question of fact and as indicated by me above, there is abundant material on record to indicate that in India the word “**LIVE-IN**” has come to be exclusively associated with the Plaintiff and is not a generic term, as understood either by the trade or by the purchasing public.

7 Dr.Tulzapurkar suggested that the term “**LIVE IN**” is used always by the Defendant in conjunction with its trade mark “**LEVI'S**” and not as a separate mark. He relied on the judgment of Chancery Division in the case of **Richards vs. Butcher** (supra) in support of his submission. The case of **Richards vs. Butcher** arose under the old English Trade Marks Registration Act of 1875. It was a peculiar feature of that law that a trade mark could be registered only on the basis of its prior use. The case arose from an application for registration of the mark “Monopole” for goods including champagne and the question before the court was whether the word “Monopole” was used by the applicant in that case alone or always along with the words “Heidsieck & Co.” or “Heidsieck & Co., Reims” written in a particular fashion and also the words “Fournisseurs brevets de S.M. l'Empereur d'Allemagne”. The word “Monopole” was displayed along with the other words and in combination of these other words on the label of the champagne bottle. The Appeal Court came to the conclusion that the word “Monopole” by itself, without the other words, never constituted the applicant's trade mark. The court considered the various classes of articles involved in the matter, namely, the champagne bottle itself, its wrapper,

its cork and cases. Considering the material on record, the Court came to the conclusion that the word "Monopole" was never used by the Plaintiff as a mark by itself. It was used in immediate conjunction with the words "Heidsieck & Co., Reims"; or the words "Established 1785, Heidsieck & Co., Reims," and the other words referred to above. Based on these materials, the Court came to the conclusion that a purchaser buying a bottle of wine with the particular wrapper would not know either from the bottle or the wrapper that "Monopole" alone was used there as a trade mark. In these facts, the Court disallowed the application for registration of the mark "Monopole" as a stand-alone mark. These facts are clearly distinguishable from the facts of our case. We are not examining whether the words "**LIVE IN**" have a stand-alone existence or would have been registered as a trade mark were we governed by the English law applicable then. What we are examining is whether the mark "**LIVE-IN**" has come to be exclusively associated with the Plaintiff or its goods and whether the use of these words, with or without the Defendant's mark "**LEVI'S**", is likely to deceive or cause confusion amongst the trade and the purchasing public. As I have shown above, that would indeed to be the case.

8 Dr.Tulzapurkar also relied on the case of **Edward Young & Co.Ltd.** (supra). That was a case where the plaintiffs were the registered proprietors of a trademark in respect of wines and spirits. The mark consisted of a representation of a Portuguese bullock cart loaded with a pipe of wine, drawn by two oxen and accompanied by two human figures. The defendant's use for a particular batch of their goods depicted the Defendant's trade mark "Regent" and below that was depicted a particular ox cart. As a matter of fact, the Judges came to the conclusion that the ox cart was well known in the trade, widely used in the trade with Portugal and was of common usage amongst those engaged in the port wine trade in connection with such trade. The learned Judges found that the representation of a Portuguese bullock cart was used by the trade in a variety of ways:- in the shape of models placed in shops or offices; as pictures on show cards, price lists, circulars, advertisements and so forth. Having regard to this usage, the court was satisfied that in the particular trade, the use of the particular representation conveyed nothing more than that the person using it dealt in port

wine which came from Portugal. Based on this conclusion, the learned judges came to a finding that the purchasing public was not likely to take the particular symbol as use of a trade mark capable of distinguishing goods of the particular trader who used that symbol. Again these facts are clearly distinguishable from the facts of our case. In our case, as I have noted above, in India, the words “**Live**”, “**Live in**” and “**Lived in**” are not understood either by the trade or the purchasing public as common or descriptive of the goods and on the other hand, the word “**LIVE-IN**”, which has been registered as a trade mark of the Plaintiff, has come to be associated with the Plaintiff exclusively and as such, capable of distinguishing its goods from those of others.

9 The judgments of Delhi High Court in the cases of **Johnson & Johnson** (supra) and **Cadila Healthcare Ltd.** (Supra) are also clearly distinguishable. In the first case, namely, **Johnson & Johnson**, the word “STAYFREE” was used by the defendant in a purely descriptive sense, the defendant's mark being “COMFIT ALWAYS”, to convey a message to the customer that she will not be required to use any support if she uses their napkin. The court compared the two marks, namely, the mark “STAYFREE” for which the plaintiff held registration and the defendant's mark “COMFIT ALWAYS” along with its packaging and text used. The court, thereafter, came to the conclusion that the word “STAYFREE” was used by the defendant as a combination of two English words, namely, “STAY” and “FREE” in a descriptive sense to legitimately describe the quality of its goods. The learned Judges noted the true test in this behalf as follows : “*The true test is whether the totality of the proposed trade mark is such that it is likely to cause deception or confusion or mistake in the minds of persons accustomed to the existing trade mark.*” If we go by this test, in India, where the public are accustomed to the Plaintiff's existing registered trade mark, and of which, as I have shown above, there is substantial reputation and goodwill, the display of these two words, namely, “**LIVE IN**”, even it be along with the Defendant's own trade mark “**LEVI'S**”, is clearly likely to cause confusion, if not deception. The purchasing public is very much likely to take the overall mark as a combination of the two marks, namely, “**LIVE-IN**” and “**LEVI'S**” and take it as indicative of a connection between the respective owners of the two marks.

This is precisely what the Plaintiff has indicated in the complaints or queries received by it from traders and customers, which have been produced with the plaint, showing confusion in the minds of traders and public about the marks of the Plaintiff and the Defendant. Though, of course, this is a matter of evidence and will have to be properly gone into in the course of the trial, it is certainly indicative of what I have noted above and may eventually stand as a testimony to that. In **Cadila Healthcare** (supra), the plaintiff's registered trade mark was "Sugar Free". The defendant used the words "Sugar Free" on the packaging of its products, which use was objected to by the Plaintiff as constituting infringement and passing off. The Court held that even though the plaintiff had *prima facie* established the distinctiveness of its trade mark "Sugar Free" in relation to its products, it was not successful in showing that an embargo needed to be placed on the defendant from using the words "sugar free" in a descriptive and laudatory sense. It is, firstly, important to note that the defendant was using the offending words, namely, sugar free, in connection with frozen desserts and the words could actually be used legitimately to describe the quality of the goods. Secondly, it is also important to note that even after coming to such conclusion, the Court did find fault with the manner of packaging used by the defendant in connection with its goods and it actually restrained the defendant from using the words in the particular font size and prominence.

10 The facts of our case, rather, come within the ratio of the judgment of our court in the case of **Hem Corporation** (supra). The defendant in that case used a kind of a sub-brand known as "Madhur" along with its registered trade mark "MANGALDEEP", which was termed as an umbrella brand. The defendant's goods bore the mark "MANGALDEEP Madhur 100". As in our case, in the case of **Hem Corporation**, the argument of the defendant was that the goods were launched primarily under the umbrella brand "MANGALDEEP", which was further associated with a wide range of distinctive sub-brands like "MANGALDEEP Madhur", "MANGALDEEP Mogra", "MANGALDEEP Jasmine", etc. It was submitted that these sub-brands merely indicated the quality of goods and were not used as marks. This Court came to a conclusion that even assuming that the defendant genuinely intended using the word "Madhur" only to describe the

aroma of the products, the use of the mark was clearly likely to be taken as having been used as a trade mark. The court held that the use of a registered trade mark would constitute an infringement if it indicates a connection in the course of trade between the person and his goods and services irrespective of his intention and by going by this yardstick, it was clear that the word "Madhur", whether used as a sub-brand or otherwise, indicated connection with a registered proprietor and would not fall outside the ambit of trade mark just by terming it as a sub-brand. The question that we have to consider in this case, as I have noted above, is whether or not the words "**LIVE IN**", even if used in association with the mark "**LEVI'S**", are capable of invoking that connection, which is the case of the plaintiff. I have come to an informed opinion that it would. If that is so, then the use of the word "**LIVE IN**", with or without the trade mark "**LEVI'S**", would constitute an infringement of the Plaintiff's registered trade mark, whether or not the Defendant actually intends to use it as a trade mark. It would also lead to passing off of goods of the one as the goods of the other.

11 As for the argument of Dr.Tulzapurkar that the words "**LIVE IN**" merely form a subtext of the Defendant's advertising campaign, the material on record does not so suggest. On the other hand, the material indicates that whatever be the text of any particular campaign or advertisement, the words "**LIVE IN**" always appear only in conjunction with the mark "**LEVI'S**" and as separate and distinct from the other text of the campaign or advertisement. The words "**LIVE IN**" may not be shown in such advertisements or campaigns with greater prominence than the word "**LEVI'S**" but then they are almost always shown at least with equal prominence with the word "**LEVI'S**" and that is good enough to earn the Plaintiff an injunctive relief they are asking for. What is more important is that the words "**LIVE IN**" also actually appear on some of the goods marketed by the Defendant. All the more reason why the Defendant must be enjoined from using the words.

12 In the premises, the Plaintiff has made out a case for grant of an interim relief. The Plaintiff is a registered proprietor of the trade mark "**LIVE-IN**". The trade mark, by virtue of extensive sales as well as promotional exercise

undertaken by the Plaintiff, has come to be exclusively associated with the line of goods originating from the Plaintiff. The Defendant's use of the words "**LIVE IN**" in connection with their goods being clearly likely to be taken by the trade and the purchasing public as use as a trade mark indicating a connection between the goods and the Plaintiff, is likely to deceive or cause confusion amongst the trade and the purchasing public.

13 The considerations of balance of convenience and irreparable injury also clearly weigh in favour of the Plaintiff. As against the clear likelihood of damage to be caused to the reputation and goodwill of the Plaintiff's registered trade mark, if the Defendant is not enjoined from using the words "**LIVE IN**" in connection with their goods, no real loss is likely to be caused to the Defendant if it is enjoined from using the words. After all, on its own showing, the Defendant merely uses the words as a sub-text of its campaigns. There is no particular reason why it must then insist on using these words under any cost. The comfort element of the quality of its goods can always be brought out in a variety of ways by the Defendant, and no serious prejudice is likely to be suffered by if it is not allowed to use the words "**LIVE IN**" or '**Live in**' to do so. Dilution of a trade mark, which otherwise ensues as a serious consequence to the Plaintiff, is, on the other hand, an irreparable injury.

14 In the premises, the Notice of Motion is disposed of by the following order:

(i) Pending the hearing and final disposal of the suit, the Defendant is restrained by an order of temporary injunction from infringing the Plaintiff's registered trade marks bearing Registration Nos.1218197; 834840, 834841, 1418739, 1418740, 1418741 and 1563387 in terms prayer clause (b) of the Motion by use of the words "**LIVE IN**" in connection with their goods or promotion thereof.

(ii) No order as to costs.

15 Dr.Tulzapurkar applies for stay of this order. He submits that the suit has been filed in March 2015, whereas the injunction is being considered for the first time today. He further submits that the Plaintiff has filed criminal prosecutions in respect of the use of the mark, without naming the Defendant or its officers, and this order of the Court is likely to be used in such prosecutions. He submits that this order be accordingly stayed for a limited period to enable him to test the same before a higher forum.

16 Since the ad-interim application in the notice of motion was not heard presumably on the footing that the motion would be heard finally when grant of an injunction would be considered by the court, now that I have heard the parties fully after allowing them to complete their pleadings in the notice of motion, it may not be proper to stay an injunction order granted by this court. Instead, what would meet the ends of justice would be to grant time to the Defendant to remove the words “**LIVE IN**” from its hoardings and other materials in respect of its campaigns or advertisements and also, for a limited period, preclude the Plaintiff from using this order in the criminal prosecutions launched by it. Accordingly, the Defendant is given four weeks' time to remove the offending materials containing the words “**LIVE IN**” from its goods and advertisements and other material. It is also directed that the Plaintiff shall not make use of this order in the criminal prosecution/s launched by it for use of the words “**LIVE IN**” for a period of four weeks from today.

(S.C. Gupte, J.)