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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 559 OF 2015
WITH
NOTICE OF MOTION NO. 1119 OF 2015**

FCG Hi Tech Private Limited	...Plaintiffs
<i>Versus</i>	
Vishal Patel	...Defendant

Mr. Sushant Prabhune, *with Mr. Vipul Shah & Mr. Pawan Maheshwari, for the Plaintiffs.*
Ms. Nisha N. Valani, *for the Defendant.*

CORAM: G.S. PATEL, J
DATED: 4th July 2016

PC:-

1. On taking instructions, Ms. Valani for the Defendant states that the Defendant will, within a period of sixty days from today, change the Defendant's logo, so that the letters **FCG** are replaced on all products with the letters **FCC**. It is noted for the record that the actual device mark used by the Defendant is entirely distinct from the device mark used by the Plaintiffs. The only commonality are these letters **FCG/FCC**.

2. On behalf of the Plaintiffs, it is also pointed out that the current logo used by the Defendant is the one shown at Exhibit "E",

page 24 of the Written Statement. This contains the name of the Defendant company in a stylized fashion. To the left of the name is the device mark. The letters **FCG** are placed horizontally in the centre with semi-circular devices at the top and bottom. These letters are now to be replaced with the words **FCC**. The existing vertical letters **EXD** to the left of the device mark shall be retained and are not to be removed by the Defendant. This is because it is these letters seen with rest of the device that lend the Defendant's mark the necessary distinctiveness.

3. Mr. Prabhune says there is some confusion because the Plaintiffs have received complaints relating to the installations effected by the Defendant. In fairness, Ms. Valani agrees that this will be addressed in the following manner:

- (a) Within a period of two months from today, the Defendant will take such steps as are necessary to replace the logo on all *existing* installations with the new logo;
- (b) The Defendant will inform all their existing clients or customers to contact the Defendant should there be any difficulty with their installations;
- (c) For their part, the Plaintiffs will, in every such case, be entitled to forward these complaints to the Defendant and also to inform the complaining customers that the installations are by the Defendant and not by the

Plaintiffs. If necessary, the Plaintiffs will be at liberty to enclose an ordinary copy of this order as well in such response to their customers.

4. Both sides agree that the Suit itself can be disposed of in these terms.

5. Mr. Prabhune, however, has instructions to press his claim for damages. In fairness, he agrees that the award of the damages is in the discretion of the Court and leaves the figure to me. Since today is the 4th of July, there will be an order of costs in the amount of Rs. 47/-. This amount is to be paid by cheque within three weeks from today.

6. The Suit is disposed of in these terms with no order as to costs. Drawn up decree dispensed with. Refund of Court Fee, if any, in accordance with the Rules.

7. The Notice of Motion does not survive and is disposed of as infructions.

8. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)