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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 759/2016 & IA No.7617/2016 (u/O 39 R-1&2 CPC)
PARMOD KUMAR AGGARWAL Plaintiff

Through: Mr. Ankit Mangla, Adv.

Versus

TAJMART OVERSEAS PRIVATE LIMITED & ORS..... Defendants

Through: Mr. Nihit Nagpal, Adv. for D-1 to 5.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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17.08.2016

1. The plaintiff has sued for injunction to restrain the defendants viz. Tajmart overseas Pvt. Ltd., Taj Mart Group, Super Kanodia Oil Marketing Pvt. Ltd., Gaurav Khera and Jatin Khera from using the marks “KANODIA”, “KANODIA CLASSIC”, “TAJ KANODIA”, “SUPER KANODIA” AND “DOUBLE KANODIA” or any other mark similar or deceptively similar to the plaintiffs registered trademark / label “KANODIA KOLHU” and for ancillary reliefs.
2. Summons of the suit were issued and vide *ex parte* ad-interim order dated 10th June, 2016 the defendants so restrained and a Commissioner appointed to visit the premises of the defendants and to seize the infringing goods.
3. The Commissioner has reported that the defendants did not allow the commission to be executed by keeping their premises locked.
4. Mr. Nihit Nagpal, Advocate (Registration No.3067/2010) appears along with defendants no.4&5 Gaurav Khera & Jatin Khera. He states that he will hand over his vakalatnama to the Court Master during the course of the day. He further states that the defendants no.4&5 Gaurav Khera and

Jatin Khera present in Court are the Directors of defendant no.1 Tajmart Overseas Pvt. Ltd. and defendant no.3 Super Kanodia Oil Marketing Pvt. Ltd. and that defendant no.4 Gaurav Khera is the sole proprietor of the defendant no.2 Taj Mart Group and are competent to act for all defendants.

5. The counsel for the plaintiff and the counsel for the defendants also state that the defendants have no objection to a decree for permanent injunction being passed in terms of paras (a) to (d) of the prayer paragraph no.32 of the plaint and the defendants have also agreed to i) destroy all blocks / dies etc. as sought by the plaintiff in para (e) of the prayer paragraph 32 of the plaint within one week of today; ii) pay costs of Rs.80,000/- to the plaintiff within one week from today; iii) within two weeks of today withdraw the trademark applications as mentioned in para no.21 of the plaint; and, iv) within one month initiate the process for change of name of defendant no.3 to remove the word “KANODIA” therefrom. It is further stated that in view of the same, the plaintiff is not pressing for damages.

6. The defendants no.4&5 undertake to this Court to do all that they have agreed to do as contained in para 5 above.

7. The compromise aforesaid arrived at between the parties is found to be lawful and is allowed. The undertaking of the defendants no.4&5 have been separately recorded.

8. The undertaking of the defendants no.4 &5 are accepted and the defendants no.4&5 are ordered to be bound thereby.

9. The defendants no.4&5 through counsel have been explained the consequences of breach of undertaking given to the Court.

10. A decree for permanent injunction is passed in favour of the plaintiff and against the defendants jointly and severally in terms of paras (a) to (d) of the prayer paragraph no.32 of the plaint and the defendants are also directed to within one week also destroy all the infringing goods / material as described in para (e) of the prayer paragraph 32 of the plaint.
11. Decree sheet be prepared.
12. The counsel for the plaintiff seeks refund of court fees.
13. In accordance with Section 16 of the Court Fees Act, 1870, as applicable to Delhi, a certificate be issued to the counsel for the plaintiff to enable the plaintiff to obtain refund of 50% of the court fees paid on the plaint.

RAJIV SAHAI ENDLAW, J

AUGUST 17, 2016
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