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

+ CS(OS) 1084/2015 & IA No.8147/2015 (u/O 39 R-1&2 CPC)

KISHORE ZARDA FACTORY Plaintiff
Through: Mr. Prakhar Sharma, Adv.

Versus

KISHORE HERBAL INDUSTRIES & ORS Defendants
Through: Mr. Sunil Kumar Ojha, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **12.07.2016**

1. The counsel for the defendants has not appeared and the proxy counsel who appears seeks adjournment.
2. In this suit for permanent injunction restraining the infringement of the registered trademark HALCHAL 92 of the plaintiff with respect to Herbal Zaffrani Patti, Chewing Tobacco, Zafrani Patti or any other allied items and for ancillary reliefs, vide *ex-parte* ad-interim order dated 22nd April, 2015, the defendants were restrained from manufacturing, selling, advertising or dealing with Herbal Zaffrani Patti, Chewing Tobacco, Zafrani Patti or allied products using the trademarks or label HALCHAL 92 or any other mark which is identical or deceptively similar to the said trademark.
3. The defendants having chosen not to oppose the application for interim relief, taking note of the fact that the defendant No.3 Mr. Satish Kishore is a partner of the plaintiff, the ad-interim order is made absolute.

4. IA No.8147/2015 is disposed of.
5. The suit is also ripe for framing of issues. On the pleadings of the parties, the following issues are framed.
6. At this stage the counsel for the parties state that while the plaintiff is the registered proprietor of the trademark HALCHAL 92 in Class 34 relating to Zafrani Patti etc., the defendant No.3 Mr. Satish Kishore is the registered proprietor of the trademark HALCHAL in Class 5 i.e. with respect to the Ayurvedic Medicinal and Pharmaceutical Preparations.
7. The counsels state that the suit can be disposed of for the relief of permanent injunction as claimed without affecting the rights of the defendant No.3 as a partner of the plaintiff.
8. The suit is decreed for permanent injunction in terms of para 43 (i) to (v) of the plaint, leaving the parties to bear their own costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

JULY 12, 2016

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