

\$~18.

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

+ **CS(OS) 2255/2015**

RED BULL AG

..... Plaintiff

Through: Naqeeb Nawab, Advocate

versus

J MOHAMMED RAFI

..... Defendant

Through: R. Satish Kumar and Prateek Gupta,
Advocates

CORAM:

HON'BLE MR. JUSTICE VIPIN SANGHI

ORDER
26.04.2016

%

Counsel for the defendant has tendered a cheque for Rs.35,000/- to counsel for the plaintiff towards costs, which has been accepted by counsel for the plaintiff. Counsel for the defendant should ensure that the cheque is honoured upon presentation.

The defendant has filed an affidavit of undertaking dated 22.02.2016, wherein he has stated he is the proprietor of Red Bull Fitness Centre. He has further stated that he has stopped using the trade mark Red Bull from 06.08.2015 onwards and that henceforth he shall not use, manufacture, sell, advertise any products/ services under the trademark Red Bull Fitness Centre or any other identical or confusing/deceptively similar marks thereto

in any manner whatsoever that would amount to infringement and/or to passing off of the plaintiffs registered mark and logo Red Bull.

Learned counsel for the plaintiff is satisfied with the said undertaking given by the defendant and, therefore, he states that the same may be incorporated in the final order. Accordingly, the undertaking given by the defendant is accepted and the defendant shall remain bound by it.

The suit stands disposed of in terms of the said undertaking against the defendant. The decree sheet be prepared accordingly.

The parties are left to bear their respective costs.

VIPIN SANGHI, J

APRIL 26, 2016

sr