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

\+ CS(COMM) No.215/2017 & IA No.3588/2017 (under Order XXXIX Rules 1&2 CPC).

PANKAJ KAPUR & ORS ..... Plaintiffs

Through: Ms. Divia Arora and Ms. Gunjan Arora, Adv.

versus

RAM AUTO COMPANY ..... Defendant

Through: Mr. Durgesh Gupta, Adv. with Mr. Sanjay Kumar Singhal and Mr. Sandeep Gupta, partners of defendant.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

<u>O R D E R</u>

% 11.05.2017

1. The plaintiffs have sued for injunction restraining infringement of trade mark and passing off.

2. The suit was entertained and vide order dated 23rd March, 2017, while issuing summons of the suit, vide *ex parte ad interim* order the defendant was restrained from manufacturing, selling, exporting, importing, offering for sale, distributing, advertising or otherwise dealing with rubber sets and/or goods of any description bearing the mark “GO FOR IT” and the device mark  and / or any other mark deceptively similar thereto and a Court Commissioner also appointed to visit the premises of the defendant and to seize the infringing goods.

3. The counsel for the defendant on 27th April, 2017 stated that the defendant is willing to suffer a decree for permanent injunction as claimed.

4. The counsel for the plaintiffs however informed that substantial

quantities of infringing goods had been seized by the Court Commissioner and the defendant should pay some compensation to the plaintiffs.

5. The defendant, on 9th May, 2017, offered damages in the sum of Rs.25,000/- to the plaintiffs. The counsel for the plaintiffs, on that date, took time to obtain instructions.

6. Today, after further parlays and passover, it has been agreed that subject to the defendant agreeing to suffer a decree for permanent injunction as claimed in prayer paragraph 35 (a), (b), (c) and (d) of the plaint and further subject to the defendant paying Rs.75,000/- to the plaintiffs, the suit shall stand disposed of.

7. The counsel for the defendant has in Court handed over a cheque for Rs.75,000/- in the name of plaintiff no.1 to the counsel for the plaintiffs and under instructions from Mr. Sanjay Kumar Singhal and Mr. Sandeep Gupta, partners of the defendant, states that the said cheque is good for payment and money thereunder will be realised on presentment.

8. It is made clear that if the cheque is dishonoured on presentment, the plaintiffs, besides proceeding against the defendant and its partners for making false representation to the Court, shall also be entitled to recover damages as claimed.

9. The said Mr. Sanjay Kumar Singhal and Mr. Sandeep Gupta have been made aware of the consequences of making a false representation to the Court.

10. Accordingly, a decree is passed in favour of the plaintiffs and against the defendant:-

(i) of permanent injunction in terms of prayer paragraph 35 (a), (b), (c) and (d) of the plaint; and,

(ii) of recovery of Rs.75,000/-, cheque wherefor has been handed over in the Court.

leaving the parties to bear their own costs.

11. Decree sheet be prepared.

12. It is further directed that the representative/s of the plaintiffs to visit the premises of the defendant tomorrow i.e. 12th May, 2017 at 1100 hours when the goods seized by the Court Commissioner shall be unsealed and after the impugned label / marks have been removed therefrom and after infringing packaging has been destroyed, the defendant shall be entitled to deal with the goods.

RAJIV SAHAI ENDLAW, J

MAY 11, 2017
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