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

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CS(COMM) 502/2016

HSIL LTD

..... Plaintiff

Through

Mr.Manav Gupta, Ms.Esha Gupta and  
Mr.Sahil Garg, Advocates.

versus

RENUCA TRADERS & ORS

..... Defendants

Through

Mr.Manu Sishodia and Mr.Mahendra,  
Advocates.

**CORAM:**

**HON'BLE MS. JUSTICE INDERMEET KAUR**

**ORDER**

% **19.04.2017**

**CS(COMM) 502/2016**

Present suit has been filed by the plaintiff seeking a decree of permanent injunction on the ground that the defendants have infringed upon his trademark HINDWARE. Plaintiff is duly incorporated company who is carrying on an established business of manufacture and sale of sanitary ware products, kitchen appliances etc under the trademark and trade name HINDWARE. The plaintiff admittedly has a registration qua the aforementioned trademark/trade name; he in fact has several registrations; the first of which commences from the year 1993. Contention is that the defendant was illegally infringing upon his trademark by sale of some kitchen ware/sanitary products. In fact on the first date a local commissioner had been appointed at the asking of the plaintiff to inspect the premises of the defendant with a direction to seize all the alleged infringed goods. The report of the local commissioner is on record.

As per this report no infringed articles with the name of HINDWARE were found in the premises, however, a cash memo was located evidencing that the defendant was in fact dealing with HINDWARE products. Learned counsel for the defendant submits that he had purchased certain articles from one Bajrang Gupta; he has since sold those articles which were kitchen ware (as is evident from the aforementioned bill). Submission of the defendant is that he had no intention to infringe upon the trademark of the plaintiff; neither had he done so in past and nor will he do it in the future. This statement of learned counsel for the defendant which is under instructions from his client is taken on record.

Accordingly, a decree of permanent injunction is passed in favour of the plaintiff and against defendant/family members, dealers, supplies and distributors etc. from in any way infringing upon the trademark of the plaintiff HINDWARE or any other product which would result in the infringement/passing off the trademark of the plaintiff. The claim of damages has been given up by the plaintiff. Suit is disposed of in the above terms. Decree sheet be drawn accordingly.

**I.A.No.7352/2014, I.A.No.13156/2014, I.A.No.13157/2014 & I.A.No.13158/2014**

Since the suit has been disposed of, these applications have become infructuous. They are disposed of accordingly.

**INDERMEET KAUR, J**

**APRIL 19, 2017/ndn**