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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 252/2017, IA No.4166/2017 (u/O XXXIX R-1&2 CPC)
& IA No.4167/2017 (u/O XXVI R-9 CPC)
GAP (ITM) INC. Plaintiff

Through: Mr. Prashant Gupta & Ms. Arzu
Chimni, Advs.

Versus

ATAHAR KHAN Defendant

Through: Mr. Sushant M. Singh, Mr. V.K. Puri
& Mr. Manoj Kumar, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **01.05.2017**

1. This order is in continuation of the order dated 28th April, 2017.
2. The defendant, as identified by the counsel for the defendant, is present in Court and apologizes for the false instructions given to the counsel who had appeared on 28th April, 2017 and states that he will be truthful in future. He has in Court also undertaken to within one month of today pay a sum of Rs.2 lacs to the plaintiff through counsel.
3. The counsel for the plaintiff is agreeable to the same.
4. Accepting the undertaking of the defendant and binding the defendant thereto and after explaining the consequences of breach of undertaking given to the Court, the undertaking is accepted.
5. Accordingly, a decree is passed in favour of the plaintiff and against the defendant a) of permanent injunction in terms of prayer paragraph 47(ii) & (iii) of the plaint; b) of mandatory injunction in terms of prayer paragraph 47(iv) of the plaint with a direction to withdraw the trade mark application

no.2982519 for the mark 'GEPTIME' within one month of today; c) of recovery of damages in the sum of Rs.2 lacs; and, d) of delivery in terms of prayer paragraph 47(v) by handing over to the representative of the plaintiff the impugned product.

6. If the damages are not paid within one month, they shall incur interest at 11% per annum till the date of payment and this shall be without prejudice to the right of the plaintiff to apply for appropriate remedy for breach of undertaking given to the Court.

7. Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J

MAY 01, 2017

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