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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 364/2017 & IAs No.6112/2017 (u/O XXXIX R-1&2
CPC) & 6113/2017 (u/O XXVI R-9 CPC)

FEEZO CHEM & ANR Plaintiffs

Through: Mr. Sanjeev Singh, Adv.

Versus

RIDLEY LIFE SCIENCE PVT. LTD. Defendant

Through: Mr. Satish Kumar Tripathi and Mr.
Amit Kumar Dubey, Advs. with Mr.
Ram Kumar Gautam, A.R. of
defendant.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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30.05.2017

1. This order is in continuation of the previous orders dated 18th May, 2017 and 29th May, 2017.
2. Mr. Kapil Sehgal, Production Manager of the defendant and authorised to make the statement and as identified by the counsel for the defendant, is present in Court and states that the defendant has been using the mark 'RID FIT' since March, 2016.
3. The counsel for the defendant has handed over in the Court a copy of the resolution of the meeting of the Board of Directors of the defendant held on 29th May, 2017 authorising Mr. Kapil Sehgal to make statement in the Court. The same is taken on record.
4. The counsel for the defendant also states that the defendant does not want to contest this suit and is willing to make changes in its packaging and in the manner of writing its word mark 'RID FIT'.

5. The defendant has offered (i) that the defendant, on its packaging, will write the words 'RID FIT' with the word 'RID' and the alphabets thereof being in the same size and same font as the word and the alphabets of the word 'FIT'; (ii) the defendant, in its trade dress shall not use the same colour / colours as on the trade dress of the product of the plaintiff; (iii) the defendant shall not use the artistic feature of rainbow and caricature of developing human being and other artistic features, as on the trade dress of the plaintiff; (iv) the defendant shall affect the change with immediate effect; and, (v) the defendant shall however be entitled to sell and exhaust their old stocks.

6. The aforesaid is agreeable to the counsel for the plaintiffs who states that upon a decree for permanent injunction in terms of above being passed, the plaintiffs shall not press for other reliefs claimed.

7. Accordingly, a decree is passed in favour of the plaintiffs and against the defendant, of permanent injunction restraining the defendant in terms of what is contained in para 5 above and leaving the parties to bear their own costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

MAY 30, 2017

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