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

+ **CS(COMM) 1380/2016**

CENTRAL PARK ESTATES PVT LTD & ORSPlaintiffs

Represented by: Mr. Ajay Sahni and Mr. Avnit
Sahni, Advocates.

versus

AB ALCOBEV PRIVATE LIMITED & ORS Defendants

Represented by: Mr. Rajesh Kumar, Advocate
for defendant No. 1 and 2.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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02.08.2017

CS(COMM) 1380/2016

1. Affidavits have been filed by authorised representative of defendant Nos. 1 and 2 namely, Mr. Vijay Gupta stating that defendant No. 3, Unity Group is not a legal entity but a commonly used name for the group of companies of defendant Nos. 1 and 2. Thus defendant No. 3 be deleted from the array of parties. In view of this affidavit file by authorised representative of defendant Nos. 1 and 2, learned counsel for the plaintiffs seeks leave to delete defendant No. 3 from array of parties.
2. Amended memo of parties be filed within two days.
3. Affidavit of Mr. Vijay Gupta, authorised signatory on behalf of defendant Nos. 1 and 2 also states that the defendant Nos. 1 and 2 companies have ceased to use the impugned trade mark "CENTRAL PARK" and have no intention to ever reuse the same in respect of any goods

and services of the defendant Nos. 1 and 2 companies.

4. Authorisation in favour of Mr. Vijay Gupta, the constituted attorney of defendant Nos. 1 and 2 has already been placed on record and marked as Ex-A and Ex-B. Mr. Vijay Gupta, the authorised representative of defendant Nos. 1 and 2 is present in Court and is identified by learned counsel. He affirms his affidavits dated 28th July 2017, filed on 31st July 2017 and on behalf of the defendant Nos. 1 and 2 Mr. Vijay Gupta undertakes that the defendant Nos. 1 and 2 would abide by the terms of affidavits and would cease to use the impugned trade mark “CENTRAL PARK” and have no intention to ever reuse the same in respect of any goods and services. Thus defendant Nos. 1 and 2 are willing to suffer a decree in terms of prayer clause 34 (i) and (ii) of the plaint.

5. Learned counsel for the plaintiffs on instructions from Mr. Vikram Kumar, the authorised representative of plaintiff Nos. 1 to 4, who has also filed the plaint on behalf of plaintiff Nos. 1 to 4 states that the plaintiffs give up the prayers (iv), (v) and (vi) and in respect of prayer (iii) he has received a token damages in the sum of ₹1.25 lakhs.

6. Authorised representatives of the plaintiffs and defendant Nos. 1 and 2, that is, Mr. Vikram Kumar and Mr. Vijay Gupta have signed the order sheet in acknowledgment of their statements made hereinabove.

7. In view of the statements made by the authorised representatives of the plaintiffs and defendants, the suit is decreed in favour of the plaintiffs and against the defendants in terms of prayer clause (i) and (ii) of Para 34 of the plaint.

8. Suit is disposed of.

I.As. No. 12390/2016 (under Section 135 (2) Trademarks Act r/w Order XXXIX Rule 1 and 2 CPC) and 7548/2017 (under Order VIII Rule 10 CPC r/w Order VIII Rule 1 CPC)

Applications are disposed of as infructuous.

**MUKTA GUPTA
(JUDGE)**

**AUGUST 02, 2017
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