

Speciality Restaurants Ltd. ... Plaintiff  
versus  
Haka Chinese Restaurant ... Defendant

Mr. Himanshu Kane with Mr. Ashutosh Kane, Ms. Chitra Sundar i/by M/s. W.S.Kane and Co., for Plaintiff.

Mr. Hiren Kamod with Mr. Shamim i/by M/s. Shamim and co., for Plaintiff.

Mr. Sheran A. Khan Prop. of Defendant present.

**CORAM: S.J. KATHAWALLA, J.**

**DATE: 26<sup>th</sup> FEBRUARY, 2018**

**P.C.:**

1. Heard the learned Advocates for the parties and by consent, the following order is passed :

(i) The Suit is decreed in terms of prayer clauses (a) and (b) which are reproduced hereunder :

(a) the Defendant by itself, its proprietor, partners, directors, employees, agents, servants, franchisees and all persons claiming through it be restrained by a permanent order and injunction of this Hon'ble Court from infringing the Plaintiff's registered trade mark HAKA bearing Registration No.1495974 in Class 42 by the use of the impugned trade mark and impugned trade name "HAKA" or any other trade mark and/or trade name identical with or

deceptively similar to the Plaintiff's aforesaid registered trade mark HAKA in respect of the services covered by the Plaintiff's aforesaid registration and/or the like services or in any other manner whatsoever;

(b) the Defendant by itself, its proprietor, partners, directors, employees, agents, servants, franchisees and all persons claiming through it be restrained by a permanent order and injunction of this Hon'ble Court from using, offering, promoting or advertising the impugned services or any other services under the impugned trade mark and impugned trade name "HAKA" and/or a trade mark and/or trade name containing the word "HAKA" or any other word similar thereto and/or any other trade mark and/or trade name identical with and/or closely and deceptively similar to the Plaintiff's said well known trade mark "HAKA" upon and in relation to its impugned services and/or the like services, so as to pass off or enable others to pass off the Defendant's services as and for the Plaintiff's well known services or in any other manner whatsoever;"

2. The Proprietor of the Defendant who is present in Court, undertakes :

(i) to remove the sign boards displaying the name HAKA, today itself;

(ii) to remove the trade name HAKA from the menu cards, stationery etc.,

within four days from today;

(iii) to have the license changed in a new name within a period of 15 days

from today;

(iv) to make an Application within a period of four weeks from today seeking withdrawal of the Application seeking registration of the mark “HAKA” with the Trade Mark Registry dated 29-09-2016;

(v) to provide copy of the withdrawal application to the Advocate for the Plaintiff immediately upon filing of the same;

(vi) not to apply for any such mark “HAKA” or any other similar mark in future;

The above undertakings are accepted.

3. In view of the above order, the learned Advocate for the Plaintiff is not pressing for any costs and/or damages against the Defendants. The Suit is accordingly disposed of. Refund of Court Fees, if any, as per rules. Notice of Motion (L) No.357 of 2018 also stands disposed of.

**( S.J.KATHAWALLA, J. )**