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

+ **CS(COMM) 13/2018 & IA No.142/2018 (u/O XXXIX R-1&2 CPC)**

GULATI RESTAURANT & FOODS PVT. LTD. Plaintiff
Through: Mr. Saikrishna Rajagopala, Mr.
Sudeep Chatterjee, Ms. Nupur Lamba
and Ms. Sonal Chhablani, Advs.

Versus

ARUN GULATI Defendant
Through: Ms. Reema Roy, Adv. with defendant
in person.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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19.01.2018

1. The plaintiff instituted this suit for permanent injunction, to restrain the defendant from passing off his eateries as that of the plaintiff under the trade mark 'GULATI' and for withdrawing the trade mark application No.3488329 and for ancillary reliefs.
2. The suit came up first before this Court on 5th January, 2018, when summons thereof and notice of the application for interim relief were ordered to be issued to the defendant for 18th January, 2018.
3. The defendant was served and the counsel for the defendant appeared before this Court yesterday i.e. 18th January, 2018 and certain proposals for amicable settlement of the disputes, to save litigation costs to both the parties, were discussed and the matter adjourned to today for the personal presence of the defendant and the authorised representative of the plaintiff.

4. The defendant, identified by Advocate appears today and states that he is not interested in litigation and will change the name of his eateries at Shalimar Bagh and Pashchim Vihar, Delhi within one week from today and will adopt some other name not including the word 'GULATI' and will forthwith take steps for withdrawal of the trade mark application No.3488329 in Class 43 and/or amend the application to seek registration of some other mark and will not seek registration of any mark or label with the word 'GULATI' therein.

5. The counsel for the plaintiff states that in view of the above, he does not press for other reliefs.

6. The undertaking of the defendant in terms of above is accepted and the defendant is explained the consequences of breach of undertaking given to the Court and the defendant is ordered to be bound thereby.

7. Accordingly, a decree is passed in favour of the plaintiff and against the defendant in terms of prayer paragraph 63(b) of the plaint dated 4th January, 2018 and in terms of the above order, leaving the parties to bear their own costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

JANUARY 19, 2018
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