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

+ CS(COMM) 759/2018 & IA No.4110/2018 (u/O XXXIX R-1&2 CPC)

PATANJALI AYURVED LIMITED Plaintiff
Through: Mr. Simranjeet Singh and Ms.
Mahima Deepak, Advs.

Versus

MAHARISHI PATANJALI VEDIC Defendants
FOUNDATION & ORS
Through: Mr. Bhavesh Kumar Sharma, Adv.
for D-1 to 5.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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16.05.2018

1. This order is in continuation of the earlier order dated 23rd March, 2018.
2. Mr. Bhavesh Kumar Sharma, Advocate appears for the defendants.
3. The counsel for the plaintiff has handed over in the Court the two letters, both dated 21st April, 2018 of Mr. Yogesh Chander Tyagi, Advocate, Yamuna Nagar, on behalf of the defendants No.3&5 and defendants No.1,2&4 respectively to the counsel for the plaintiff and states that the defendants in the said letters have stated that the same be treated as their written statement/reply to the suit and have further stated that they have no objection to the suit, insofar as for the relief of permanent injunction, being decreed.

4. Mr. Bhavesh Kumar Sharma, Advocate states that though he is aware of the defendants No.1 to 5 sending the aforesaid letters and has also been instructed to state that the defendants No.1 to 5 have no objection to a decree for permanent injunction as sought being passed, but he has not received the *Vakalatnama* in his favour as yet.

5. Mr. Bhavesh Kumar Sharma, Advocate has however handed over in the Court his Identity Card issued by the Bar Association Dwarka, New Delhi and a photocopy of which has been kept on the Court file.

6. The counsel for the plaintiff states that a decree for permanent injunction and a decree directing destruction of the products bearing the infringing marks in the custody of the defendants be passed and the suit be disposed of.

7. Mr. Bhavesh Kumar Sharma, Advocate for defendants No.1 to 5 states that he has no instructions to concede to a decree for destruction of the existing products bearing the impugned mark and will have to obtain instructions qua the same.

8. The counsel for the plaintiff states that for the sake of expediency, the plaintiff gives up the reliefs claimed in prayer paragraphs (e) to (k).

9. Mr. Bhavesh Kumar Sharma, Advocate has no objection to the suit being decreed in terms of prayer paragraphs (a) to (d) of the plaint.

10. Accordingly, a decree is passed in favour of the plaintiff and jointly and severally against the defendants No.1 to 5 namely (i) Maharishi Patanjali Vedic Foundation; (ii) Karamveer Ayurveda (India) Pvt. Ltd.; (iii) Dr. Zee Biotech; (iv) Dhatri; and, (v) Diwai Gramodyog Sewa Sansthan

(defendant No.6 is Ashok Kumar i.e. john doe), of permanent injunction in terms of prayer paragraphs (a) to (d) of the plaint dated 20th March, 2018, leaving the parties to bear their own costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

MAY 16, 2018
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