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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 542/2017 & IA No.9370/2017 (u/O XXXIX R-1&2
CPC).

MAHESH GUPTA & ANR Plaintiffs
Through: Ms. Rajeshwari H., and Mr. Kumar
Chitrawshu, Advs.

Versus

RAJEEV MITTAL & ANR Defendants
Through: Mr. Anuj Bedi, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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07.02.2018

1. The two plaintiffs namely (i) Mahesh Gupta; and, (ii) Kent RO Systems Ltd. have instituted this suit to restrain the two defendants namely (i) Rajeev Mittal; and, (ii) Micropure Healthcare Technologies from infringing the designs no.224813, 219309, 252225 and 261875 of the plaintiffs with respect to water purifiers.
2. The suit was entertained and vide *ex parte* order dated 21st August, 2017 the defendants restrained from selling, importing, offering for sale or advertising directly or indirectly the products infringing the aforesaid designs and the product under the name 'DIVINE' which was found to be deceptively similar in design to the plaintiffs' product 'KENT PRIME'.
3. No written statement has been filed by the defendants till now though the counsel for the defendants has been appearing for the last several dates.
4. The counsel for the defendants today states that both the defendants are willing to suffer a decree for permanent injunction as sought in prayer

paragraph 43 ‘(a)’ & ‘(b)’ of the plaint dated 17th August, 2017 and to pay compensation of Rs.50,000/- to the plaintiffs.

5. On enquiry, it is stated that the defendants are not the manufacturers of the impugned product and were selling the products and have sold about 100 or 102 water purifiers under the impugned design at a price of Rs.7,000/- each and in which the defendants have a profit margin of Rs.1,000/- each water purifier.

6. The counsel for the plaintiffs on enquiry states that the price of the water purifiers of the plaintiffs varies from Rs.7,000/- to Rs.10,000/-.

7. Need to relegate the parties to evidence on the aspect of compensation is not felt. It is deemed appropriate to, besides the relief of permanent injunction to which the defendants have consented, award compensation to the plaintiffs against the defendants of Rs.50,000/- as also offered by the defendants and to also hold the plaintiffs entitled to costs of the suit from the defendants.

8. A decree is accordingly passed in favour of the plaintiffs and jointly and severally against the defendants (i) of permanent injunction in terms of prayer paragraph 43 ‘(a)’ & ‘(b)’ of the plaint dated 17th August, 2017; (ii) of recovery of compensation of Rs.50,000/-; and, (iii) of costs of this suit. Consolidated costs assessed at Rs.2,00,000/-.

9. If the compensation and costs are not paid on or before 30th April, 2018, they shall also incur interest at 8% per annum from today till the date of payment/realisation. It is made clear that interest on costs has been

awarded since the award of compensation and costs is keeping in light the statements of the parties.

Decree sheet be drawn up.

FEBRUARY 07, 2018

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RAJIV SAHAI ENDLAW, J.

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