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

+ CS(COMM) 145/2019 & I.As. 4099/2019 & 8161/2019

TATA SONS PVT. LTD.

..... Plaintiff

Through: Mr. Pravin Anand and Mr. Akshay
Agarwal, Advocates.

versus

KIRAN JAIN

..... Defendant

Through: Mr. A.K. Goel, Mr. Faisal Zafar and
Mr. Sahil Chopra, Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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22.07.2019

1. Learned counsel for the Defendant on instructions states that his client does not have any objection in case the suit is decreed in favour of the Plaintiff in terms of prayer clause contained in para 57 (i), (ii) and (iii). With respect to the relief of damages, he submits that he would not like to contest the suit and the Court may in its discretion take a lenient view in the matter and award reasonable damages bearing in mind that from the first day itself, the Defendant had approached the Court expressing a desire to resolve the controversy and settle the matter. Mr. Pravin Anand learned counsel for the Plaintiff on the other hand submits that this is a fit case, to award exemplary damages, taking into consideration that Defendant was blatantly infringing Plaintiff's well known Trademark. Mr. Anand further contends that award of damages would also send a deterrent message to persons like the Defendant who indulge in deliberate infringement. Mr. Anand also very fairly submitted that in order to give quietus to the lis between the parties,

the Plaintiff would be agreeable in case damages of Rs. 5 lacs is awarded in its favour, with further directions for delivery up of the infringing packaging material. Learned Counsel on instruction from his client accepts the offer on the question of the award of damages.

2. In view of the above, the suit is decree in favour of Plaintiff in terms of para 57 (i), (ii) and (iii).

3. The infringing goods seized by the Local Commissioner are presently lying in Superdari with the Defendant. The impugned goods are the packaging material bearing the infringing trademark, containing rice grain. Accordingly, the Defendant is permitted to empty the contents of seized bags. The packaging material would then be erased/defaced or destroyed to the satisfaction of the Plaintiff. The above exercise shall be carried out with a period of two weeks from today in the presence of Plaintiff's authorised representative. For this purpose, the learned counsel for the Parties will coordinate with each other and fix the date to do the needful. Further, a decree of damages is passed in favour of the Plaintiff for a sum of Rs. 5 lacs. Learned Counsel for the defendant states the damages awarded in favour of the Plaintiff shall be paid by way of a demand draft in the name of the Plaintiff company within a period of four weeks from today. In view of the above settlement, the Plaintiff shall be entitled to refund of the Court fee for which the Registry is directed to issue a certificate to learned counsel for the Plaintiff.

4. The decree sheet be drawn up.

SANJEEV NARULA, J

JULY 22, 2019

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