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

+ CS(COMM) 680/2019 & I.A. No.17540/2019 (u/O XXXIX Rule 1 & 2 CPC)

VERIZON TRADEMARK SERVICES LLC & ORS. Plaintiffs
Through: Mr.Siddhant Chamola, Adv.

Versus

AMIT SHARAD & ANR. Defendants
Through: Ms.Archana Sachdeva, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **23.01.2020**

1. Ms.Archana Sachdeva, the counsel for both the defendants namely Mr.Amit Sharad & M/s Verizon Properties, appears in response to the summons issued and states that the defendants, immediately on receipt of summons, had contacted the plaintiffs and informed that the defendants had used the name “Verizon”, without knowledge of the plaintiffs and immediately, on coming to know of the present suit, stopped using the same.

2. It is further stated that the defendant no.2 M/s Verizon properties is not registered with any of the authorities and the defendant no.1 is also willing to give up the use of the “Verizon” from the name of the defendant no.2. It is however stated that the parties be referred to mediation.

3. The counsel for the plaintiffs also states that the parties be referred to mediation on the aspect of reasonable compensation. It is also stated that

the plaintiffs, at page 55 of the plaint, have listed third party websites through which the defendants were operating their business and advertising and the relief of de-listing thereof has also been claimed.

4. The counsel for the defendants states that listing on third party websites was not at the instance of the defendants and the defendants have already written to the third party websites about having disclaimed the use of the word “Verizon” and to de-list and removing all the listings making use of the impugned trading name.

5. In view of the above, the need for referring the parties to mediation is not felt. The award of damages and costs is in the discretion of the Court and the defendants, on the very first date having made their statement aforesaid, it is felt that award of costs to the plaintiff will suffice.

6. A decree is accordingly passed in favour of the plaintiffs namely Verizon Trademark Services LLC; Verizon Licensing Company & Verizon India Private Limited, and against the defendants namely Mr.Amit Sharad & M/s Verizon Properties, of,

- (i) permanent injunction in terms of prayer paragraph 55(i), (ii), (iii) & (iv) of the plaint dated 10th December, 2019;
- (ii) Mandatory injunction in terms of prayer paragraph 55 (vi) of the plaint dated 10th December, 2019.
- (iii) Delivery-up in terms of prayer paragraph 55(vii) of the plaint dated 10th December, 2019, by directing the defendants to destroy all packaging, stickers and stationery and other materials containing the infringing trademarks and trade name “Verizon Properties” and/or verizonproperties@gmail.com or any other mark or name comprising

of “Verizon Properties” within one month hereof and furnish an affidavit to the plaintiffs, through counsel, of having done so.

(iv) Recovery of costs computed at the amount of the court fee paid plus legal and miscellaneous expenses assessed at Rs.1,00,000/-; however if the defendants, on or before one month herefrom, pay to the plaintiffs through counsel, a sum of Rs.75,000/-, the decree for recovery of the remaining costs shall stand satisfied; else the plaintiffs shall be entitled to recover the entire costs with interest at the rate of 6% per annum from the defendants.

Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J.

JANUARY 23, 2020

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