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

+ **CS(COMM) 524/2019**

VERIZON TRADEMARK SERVICES LLC & ORS. Plaintiffs

**Through: Mr. Pravin Anand, Ms. Vaishali
Mittal and Ms. Mrinali Menon, Advs.**

Versus

VERIZONA PRIVATE LIMITED & ORS. Defendants

Through: Mr. Dhruv Kumra, Adv. for D-3.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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17.02.2020

1. The counsel for the plaintiffs and the counsel for the defendant No.3 have been heard in pursuance to the notice issued to the defendant No.3 vide order dated 14th November, 2019 read with the order dated 17th October, 2019.

2. The counsel for the plaintiffs has argued that Ajesh Kumar Garg of defendant No.3 has in the affidavit dated 30th January, 2020 falsely deposed in paragraph 10 that in terms of letter dated 15th October, 2018 by defendant No.4 to defendant No.3, the label design was then still to be provided by the defendant No.4 to defendant No.3 and thus the defendant No.3 was oblivious of the label under which the product which defendant No.3 had been asked to manufacture, was to be sold. Attention is drawn to the affidavit dated 14th November, 2019 of Ajesh Kumar Garg and in which in paragraph 4, Ajesh Kumar Garg has deposed that the defendant No.3 had

supplied the Ayurvedic Medicinal Preparations in the form of capsules “bearing the impugned mark”, to the defendant No.4, by way of three invoices. It is contended that there is thus inconsistency between what is stated in the two affidavits.

3. Per contra, the counsel for the defendant No.3 has drawn attention to the documents filed with affidavit dated 14th November, 2019 to contend that in the letter dated 15th October, 2018 itself, it is stated that the label design was to be provided by the defendant No.4 to the defendant No.3 and thus this is no inconsistency. It is stated that the label design was provided at the time of raising of the invoices dated 27th October, 2018, 6th December, 2018 and 15th January, 2019.

4. With respect to the statement made on behalf of the defendant No.3 and recorded in paragraph 1 of the order dated 17th October, 2019 to the effect that the defendant No.3 had “long back” manufactured the goods under the impugned mark, it is argued that the term “long back” is a relative expression used by the earlier counsel for the defendant No.3.

5. When invoices for the supply made, were being raised by the defendant No.3 on the defendant No.1 till 15th January, 2019, on 17th October, 2019 it could by no stretch of imagination be said that the supply had been made long back.

6. The counsel for the plaintiffs has also contended that the price, at the rate of Rs.120/- per bottle for supply of 500 pieces of hair capsules, with 60 capsules in each bottle, could not have been as reflected in the three invoices dated 27th October, 2018, 6th December, 2018 and 15th January, 2019, the value of which is much more. It is stated that attempt to explain away the

same also is made, by merely calling it inadvertent. The counsel for the plaintiffs has thus argued that the defendant No.3 and Ajesh Kumar Garg are liable to be prosecuted for the falsehood practised before this Court.

7. The counsel for the defendant No.3, at this stage states that the defendant No.3, in paragraph 9 of the affidavit dated 30th January, 2020 has also stated that the defendant No.3 does not have any printing facility at its work.

8. The aforesaid definitely leads to the conclusion that the defendant No.3 has not been making a clean breast of state of affairs before this Court and has been misrepresenting facts to ward off claim for damages, and when caught, agreed to injunction being granted. However, it is deemed appropriate to close the proceedings, subject to the defendant No.3, in addition to the amount of Rs.2 lacs directed to be paid earlier and which is stated to not have been paid, paying another sum of Rs.1 lac to the plaintiffs.

9. If the entire amount of Rs.3 lacs is not transmitted by the defendant No.3 on or before 27th February, 2020 to the account, particulars of which are mentioned herein below, the plaintiffs shall be entitled to revive the action for proceeding against the defendant No.3 and Ajesh Kumar Garg.

Name of company	VERIZON COMMUNICATIONS IND PVT. LTD.
Beneficiary Address	VERIZON COMMUNICATIONS IND PVT. LTD. UNIT NO.305,3 RD FLOOR, AERO CITY, ASSET NO.7, WORLDMARK 3, INDIRA GANDHI INTERNATIONAL AIRPORT, NEW DELHI-110037
Bank Address	Citibank N.A. 1 st Floor, DLF Capital Point, Kharak Singh Mark, New Delhi-110 001
Account Number	0016625019
Citibank Branch	Delhi
Currency	INR
IFSC Code	CITI00000002
MICR Code	110037002
SWIFT Code	CITIINBX

12. In terms of above, the show cause notice issued to defendant No.3 and Ajesh Kumar Garg is closed.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 17, 2020
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