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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 57/2020, IA No.1631/2020U/O.XXXIX R.1&2 CPC)**
SANOFI INDIA LIMITED Plaintiff
Through: Mr. Peeyoosh Kalra with Ms. V.
Mohini & Mr. Udayvir Rana, Advs.
versus

NEUTEC HEALTHCARE PRIVATE LIMITED Defendant
Through: Mr. A.K.Goel with Ms. Priyanshi
Garg, Advs.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW
ORDER
% **04.03.2020**

1. In response to the summons/notice issued, Mr. Ashok Goel, Advocate appears for the defendant and states that though the defendant has filed the written statement but apologizes for unknowingly using the impugned mark and has no objection to suffering a decree for permanent injunction as sought by the plaintiff.
2. On enquiry, it is stated that the defendant had been using the impugned mark for about one and a half years.
3. The counsel for the plaintiff, on enquiry with respect to the other claims, has drawn attention to pages 42 to 44 of the plaint and has contended that the defendant is a habitual infringer and the Courts have been imposing costs against the defendant. He thus states that considering the same, in this case also damages/costs may be awarded to the plaintiff.
4. The counsel for the plaintiff also states that in the commission issued,

the defendant was also found using the mark OPTIFLAM and the plaintiff fears that the defendant, after suffering a decree, and if not made liable for any compensation, may again infringe the mark of the plaintiff by adopting another mark.

5. The counsel for the defendant states that the defendant will not indulge in any such act and has authority from Mr. Gaurav Arora and Mr. Sachin Chug, Directors of the defendant to state so.

6. A decree is accordingly passed, in favour of the plaintiff and against the defendant, of (i) permanent injunction in terms of prayer paragraphs 36 (a), (b) and (c) of the plaint verified on 28th January, 2020; (ii) delivery by permitting the plaintiff to destroy the goods seized during the commission proceedings at the premises of the defendant, save the documents and controlled samples which may be returned to the defendant and by directing the defendant to latest by tomorrow destroy all goods bearing the impugned marks, if any remaining in its custody including at any of the premises of the defendant; and, (iii) payment of costs of the suit to the plaintiff computed at the Court fees paid plus legal fees and expenses including on commission, assessed at Rs.6,00,000/-; however, if the defendant pays a sum of Rs.5,00,000/- to the plaintiff through counsel, by demand draft in the name of the plaintiff, on or before 13th March, 2020, the decree for the balance costs shall stand satisfied; else the plaintiff shall be entitled to execute the decree for recovery of costs with future interest at 9% per annum.

7. Decree sheet be prepared.

8. If the commissions issued have deposited the seized goods in this Court, the counsels for the parties may jointly approach the Registry to take back their entitlements.

Dasti.

RAJIV SAHAI ENDLAW, J

MARCH 04, 2020
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