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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM)No.141/2020 & I.A.Nos.4034-37/2020

RECKITT BENCKISER (INDIA) PVT. LTD.Plaintiff

Through : Mr. Chander Lall, Sr. Adv. With
Ms.Nancy Roy and Mr. Jawahar Lal,
Advts.

versus

MOHIT PETROCHEMICALSPVT. LTD. & ANR.Defendants

Through : Mr. Umesh Mishra, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

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28.05.2020

[Court hearing convened *via* video-conferencing on account of COVID-19]

I.A.No.4035/2020

1. Allowed, subject to just exceptions.

I.A.Nos.4036-4037/2020

2. Allowed, subject to the plaintiff curing the deficiencies referred to in the captioned applications within five days of the lockdown being lifted.

CS(COMM)No.141/2020 & I.A.No.4034/2020

3. Issue summons in the suit and notice in the captioned application.

3.1 Mr. Umesh Mishra, who appears on advance notice, accepts service of the summons in the suit and notice of the captioned application on behalf of the defendants.

3.2 Mr. Mishra says that he will file his *vakalatnama* within five days from today.

4. Mr. Mishra also says that he has obtained instructions from the defendants, to the effect, that they will not manufacture and/or sell the product i.e. the hand sanitizer under the infringing mark.

4.1 Furthermore, Mr. Mishra says that the defendant No. 1 has already taken steps to withdraw the infringing mark.

4.2 It is stated by Mr. Mishra that a letter to that effect was filed with the concerned Trade Mark Authority on 23.05.2020.

4.3 Furthermore, Mr. Mishra says that the defendants have already written to their agents and dealers to withdraw the product bearing the infringing mark from the market.

5. To be noted, the plaintiff is a manufacturer of a well-known antiseptic which is sold under the registered trademark and logo “Dettol”. The plaintiff has approached this Court seeking various reliefs against the infringing mark and logo i.e. “Devtol”.

PLAINTIFF'S MARK	DEFENDANTS' Offending Mark
DETTOL	DEVTOL
	
	

6. Thus, having regard to the statement made by Mr. Mishra, Mr. Chander Lall, learned senior counsel, who appears on behalf of the plaintiff, says that the suit may be decreed in terms of prayer clauses (A), (B) (i) & (ii) and (C) (i) & (ii).

6.1 Insofar as prayer clause (E) is concerned, Mr. Lall says that costs may be imposed as deemed fit by the Court.

6.2 Insofar as the remaining reliefs are concerned, which are set out in prayer clause (D), Mr. Lall says that he has instructions not to press the same in view of the stand taken by the defendants at the very first instance.

6.3 The statement of Mr. Lall is taken on record.

7. Accordingly, the suit is decreed in terms of prayer clauses (A), (B) (i) & (ii), (C) (i) & (ii), and (E).

7.1 The defendants are directed to deposit a sum of Rs. 1,00,000/- to the Juvenile Justice Fund maintained in the name of the Registrar General, High Court of Delhi, New Delhi within one week from today.

7.2 Mr. Lall says that the plaintiff will be happy if costs are deposited, as directed, in the said fund.

8. The Registry will draw up the decree in the aforesaid terms. The captioned suit is, accordingly, disposed of in the aforementioned terms.

9. Resultantly, the pending interlocutory application shall stand closed.

RAJIV SHAKDHER, J

MAY 28, 2020
Aj/KK

Click here to check corrigendum, if any

Signature Not Verified
digitally signed by VIPIN
KUMAR RAY
signing date 29.05.2020
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