

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.06.2021

CORAM

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.S.No.214 of 2006

1.Wipro Limited,
85, TTK Road,
Chennai – 600 018
rep. by its Manager – Legal and Constituted Attorney,
Manoj Kumar Jain

2.Wipro Trade Mark Holdings Ltd,
Doddakannahalli Village
Sarjapur Road,
Bangalore – 560 035.
rep. by its Constituted Attorney
Manoj Kumar Jain

...Plaintiffs

.Vs.

Neelgiri Wood Crafts,
Vill. Jorian,
Radaur Road,
Yamuna Nagar – 135 001.
Haryana

... Defendant

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Plaint filed under Order VII Rule 1 of the Code of Civil Procedure
read with Order IV Rule 1 of the Original Side Rules along with Sections
11, 27, 28, 29, 134, 135 of the Trade Marks Act, 1999 and Sections 55

and 62 of the Copyrights Act, 1957 praying for a judgment and decree for:

a) A permanent injunction restraining the defendants, their directors, partners, their officers, servants, agents and representatives from infringing the plaintiff's registered trademarks WIPRO and RAINBOW FLOWER by the use of an identical trademark WIPRO and RAINBOW FLOWER or any mark/s similar thereto or in any other manner whatsoever;

b) A permanent injunction restraining the defendant, their directors, partners, their officers, servants, agents and representatives from passing off and enabling others to pass off the defendants goods as and for the plaintiff's goods by manufacturing and selling and offering for sale plywood, wood products or any other product whatsoever under the trademarks WIPRO, RAINBOW flower logo or any mark/s similar thereto or in any other manner whatsoever;

c) A permanent injunction restraining the defendants, their directors, partners, their officers, servants, agents and representatives from infringing the plaintiff's copyright in the stylized script/ font of the trademark WIPRO and artistic work RAINBOW FLOWER device by printing, publishing, selling, offering for sale any product including ply woods, block wood, wood products or in any manner using the identical script/ font of the trademark WIPRO and artistic work RAINBOW flower logo, which are identical with the plaintiff's copyright in the artistic work, in the stylized script/ font of WIPRO and RAINBOW FLOWER;

d) A declaration to the effect that the plaintiff's trademarks "WIPRO and the RAINBOW FLOWER DEVICE" are well-known trademarks as stated in the Trademarks Act, 1999;

e) An order for delivery up to the plaintiff or its authorized representative of all goods, dyes, blocks, labels, pamphlets and any other printed matter bearing the trademark WIPRO and artistic work RAINBOW flower logo or any mark similar thereto for destruction;

f) An order for rendition of accounts of profits made by the defendants on account of use of the trademark WIPRO and RAINBOW flower logo be made and a decree for the amount so found due be passed in favour of the plaintiff;

g) The defendants be decreed to pay to the plaintiff a sum of Rs.10,05,000/- as damages for acts of infringement and passing off committed by the defendants by using identical trademarks WIPRO and the RAINBOW flower logo and

h) for costs.

For Plaintiffs : Miss.Chandini Pradeep Kumar
for Mr.A.A.Mohan

For Defendant : Unserved

J U D G M E N T

The suit has been filed by the plaintiff seeking

a) A permanent injunction restraining the defendants, their directors, partners, their officers, servants, agents and representatives from infringing the plaintiff's registered trademarks WIPRO and RAINBOW FLOWER by the use of an identical trademark WIPRO and RAINBOW FLOWER or any mark/s similar thereto or in any other manner whatsoever;

b) A permanent injunction restraining the defendant, their directors, partners, their officers, servants, agents and representatives from passing off and enabling others to pass off the defendants goods as and for the plaintiff's goods by manufacturing and selling and offering for sale plywood, wood products or any other product whatsoever under the trademarks WIPRO, RAINBOW flower logo or any mark/s similar thereto or in any other manner whatsoever;

c) A permanent injunction restraining the defendants, their

directors, partners, their officers, servants, agents and representatives from infringing the plaintiff's copyright in the stylized script/ font of the trademark WIPRO and artistic work RAINBOW FLOWER device by printing, publishing, selling, offering for sale any product including ply woods, block wood, wood products or in any manner using the identical script/ font of the trademark WIPRO and artistic work RAINBOW flower logo, which are identical with the plaintiff's copyright in the artistic work, in the stylized script/ font of WIPRO and RAINBOW FLOWER;

d) A declaration to the effect that the plaintiff's trademarks “WIPRO and the RAINBOW FLOWER DEVICE” are well-known trademarks as stated in the Trademarks Act, 1999;

e) An order for delivery up to the plaintiff or its authorized representative of all goods, dyes, blocks, labels, pamphlets and any other printed matter bearing the trademark WIPRO and artistic work RAINBOW flower logo or any mark similar thereto for destruction;

f) An order for rendition of accounts of profits made by the

defendants on account of use of the trademark WIPRO and RAINBOW flower logo be made and a decree for the amount so found due be passed in favour of the plaintiff;

g) The defendants be decreed to pay to the plaintiff a sum of Rs.10,05,000/- as damages for acts of infringement and passing off committed by the defendants by using identical trademarks WIPRO and the RAINBOW flower logo and

h) for costs of the suit.

2. Miss.Chandini Pradeed Kumar, learned counsel appearing for the plaintiffs would submit that the defendant had undertaken not to use the impugned trademark WIPRO. She has also produced a letter dated 05.04.2006. Though, the said letter does not in terms read as an undertaking not to use the trademark, the learned counsel appearing for the plaintiffs would submit that the defendant has stopped using the trademark of the plaintiffs and therefore nothing survives in the suit.

3. Hence, the suit is dismissed under Rule 3(a) of Order XIII A of the Code of Civil Procedure as amended by the Commercial Courts Act, 2015, liberty is however reserved to take action if there is any infringement in future.

28.06.2021

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Index : No
Internet : Yes
Non-speaking order

List of the witnesses examined on the side of the plaintiff: Nil

List of Exhibits marked on the side of the plaintiff : Nil

List of the witnesses examined on the side of the defendants: Nil

List of Exhibits marked on the side of the defendants: Nil

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28.06.2021

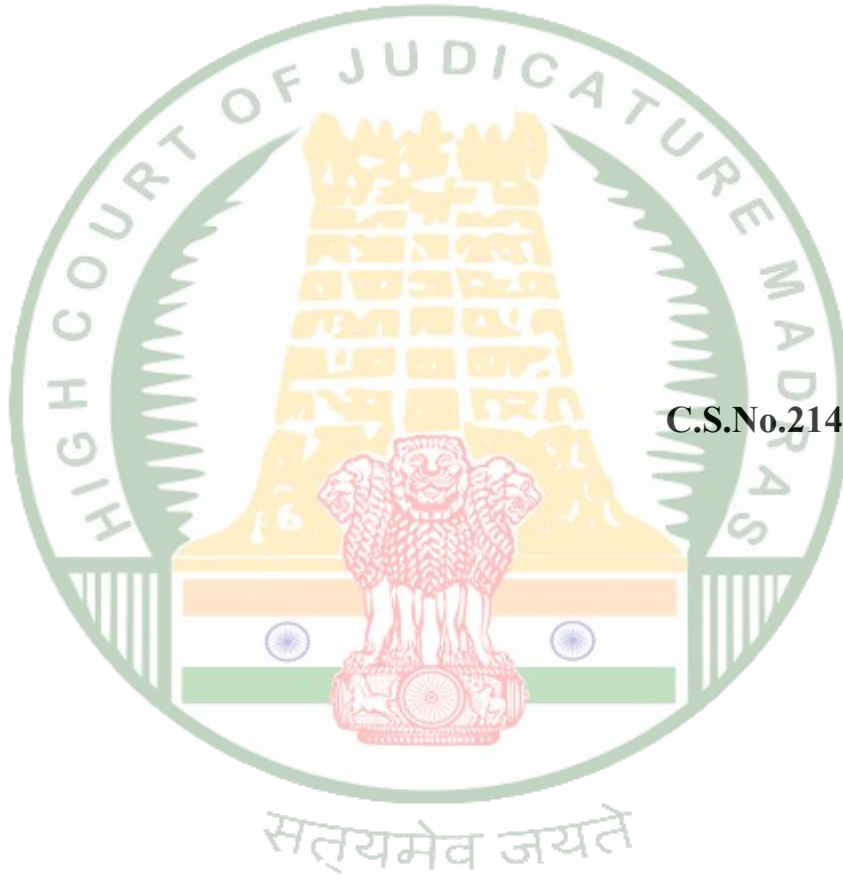
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