

Mr. Vinod Bhagat a/w. Ms. Prachi Shah i/b. G S Hegde & Co. for Applicant / Plaintiff.

P.C. :

. In this application, by order dated 16.06.2022, this Court granted *ex-parte* ad-interim reliefs, pertaining to the action of infringement and appointment of Court Receiver. The said order was executed and the Court Receiver's Report is on record.

2. By order dated 04.08.2022, while allowing amendments to the pleadings in the light of further infringing marks found during execution of the order of this Court, this Court observed that on the next date of listing, the leave petition would be considered along with the prayer concerning the action of passing-off. Thereafter, on 30.08.2022, this Court heard the learned counsel for the plaintiffs and additionally granted ad-interim reliefs in terms of prayer clauses (a)(i), (c) and (c)(i) pertaining to the action of passing off. It was observed that the interim application shall be heard finally.

3. When the application is called out for hearing, learned counsel for the plaintiffs has handed over the document to show that the defendant

was informed about the listing of the application today for hearing. Despite service and intimation to the defendant about the listing of the application today, there is no appearance on behalf of the defendant.

4. In this backdrop, learned counsel for the plaintiffs is heard on making the ad-interim reliefs absolute. The material on record indicates that the defendant has used deceptively similar marks and trade dress as compared to the registered trademarks of the plaintiffs. This aspect was appreciated by this Court in the earlier orders dated 16.06.2022 and 30.08.2022. It is found that the most prominent and essential features of the registered trademarks of the plaintiffs have been slavishly copied by the defendant, with a view to ride on the goodwill of the plaintiffs' marks. This Court is convinced that the plaintiffs have made out a strong case for confirming the ad-interim reliefs granted. Accordingly, the ad-interim reliefs granted earlier are made absolute. Application stands allowed in terms of prayer clauses (a), (b), (c), (d), (a)(i) and (c)(i).

5. Interim Application is disposed of.

6. In the light of the application being disposed of, the Court Receiver stands discharged without passing up of accounts. The report of the Receiver is accordingly disposed of.

(MANISH PITALE, J.)

Minal Parab