



O.A.Nos.89 to 93 of 2022 and A.No.621 of 2022

in

C.S.(Comm.Div)No.25 of 2022

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P.T. ASHA,J.

The defendant in his written statement has submitted that the usage of the impugned trade mark is only one time use and that they have no interest in dealing with the products and the undertaking is given to this Court that they would not deal with the suit products.

2. The learned counsel for the plaintiff would insist upon the cost to be paid by the second defendant since they have used the trade mark and that the same could be settled before the mediation. However, the learned counsel for the second defendant is not agreeable to go before the mediation.

3. The learned counsel for the plaintiff further seeks time to get necessary instructions from his client as to whether they are willing to accept the undertaking and give up the cost.



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P.T.ASHA.J

ssa/srn

4.In the light of the undertaking given by the second defendant in paragraph No.7 of the written statement and taking into consideration the fact that the defendants 1 and 3 have been set ex-parte on 25.08.2023, the interim order already granted by this Court in O.A.Nos.89 to 93 of 2022 is made absolute.

6. Post the matter on 29.09.2023.

13.09.2023

srn/ssa

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