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O.A.Nos.142 and 143 of 2023

O.A.Nos.142 and 143 of 2023
in
C.S.(Comm.Div.)No.40 of 2023

ABDUL QUDDHOSE, J.

Interim injunction was already granted by this Court on 24.02.2023 in O.A.Nos.142 and 143 of 2023. Till date, no counter affidavit has been filed by the defendants. The applicant/plaintiff is having the benefit of an order of interim injunction from 24.02.2023 and the said interim injunction is still in force. Only after observing that the plaintiff has made out a prima-facie case; and that the balance of convenience and irreparable hardship have also been established, this Court had granted an order of interim injunction in the aforesaid applications.

2. The disputed trademarks are Elite Matrimony Bureau Private Limited and Elite Marriage Bureau Private Limited, whereas the plaintiff's trademark is Elite Matrimony and it is a registered trademark. As seen from the averments contained in the plaint, the defendants' trademarks are not a registered trademark. Therefore, only after giving due consideration to the aforesaid factors, this Court had granted an interim injunction as prayed for in O.A.Nos.142 and 143 of 2023, as the



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trademarks of the defendants are deceptively similar to that of the plaintiff.

3. Since the counter affidavit has also not been filed till date, this Court is inclined to make the interim injunction granted by this Court absolute. Accordingly, interim injunction granted by this Court on 24.02.2023 in O.A.Nos.142 and 143 of 2023 is made absolute and these applications are allowed as prayed for. This Court is also of the considered view that the parties can now be relegated to trial.

Post the matter for filing affidavit of admission/denial of documents on 06.11.2023.

12.10.2023

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