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**O.A.Nos.437 to 440 of 2023
and A.Nos.2782 to 2785 of 2023
in C.S.No.115 of 2023**

S.SOUNTHAR,J.

These Application Nos.437 to 440 of 2023 are filed by the plaintiff in the suit seeking injunction restraining the respondents from committing passing off its services as if that of the applicant by using applicant's trademark “Canadian Crystalline”, restraining the respondents from using the applicant's Logo :



restraining the respondents from using applicant's drawings/sketch pertains to its Canadian Crystalline Water Bottling Plant equipment which would amount to the infringement of copyright in original artistic work/restraining the respondents from using the mark “Canadian Crystalline”.



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2. This Court by order dated 05.05.2023 granted an interim order as prayed for. Therefore, the respondents/defendants filed Application Nos.2782 to 2785 of 2023, seeking to vacate the interim orders.

3. For the sake of convenience, in this order, the word “applicant” refers to plaintiff and applicants in O.A.Nos.437 to 440 of 2023. The word “respondent” refers to defendants and applicants in vacate injunction Application Nos.2782 to 2783 of 2023.

4. According to the applicant, it is engaged in manufacturing of water treatment equipment/plants. The applicant is carrying on its business under the name and trading style of “Canadian Crystalline”. The said drawing name and logo has been involved in more than 10,000/- projects towards manufacturing and supply of plant and machinery in relation to bottled water project across the globe. It is claimed by the applicant that its trademark “Canadian Crystalline” is a reputed name among industrial water users for the past five decades. It was asserted by the applicant that the applicant's mark



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“Canadian Crystalline” is distinctively and exclusively associated with applicant and the said mark has obtained secondary meaning by virtue of honest prior adoption, long continuous and open usage. The applicant is also the owner of the copyright in the stylized manner of representation in its label “Canadian Crystalline”.

5. It is averred by the applicant that the used glass water bottles are recycled through the “Canadian Crystalline Water Bottling Plant” and are further refilled through the reverse Osmosis plant for re-usage. The used glass water bottles are put into the “Canadian Crystalline Water Bottling Plant” and are washed thoroughly using hot water and cold water in four stages and then the bottles are filled up with drinking water and sealed with lid and stickers in an automated manner.

6. The first respondent indicated to the applicant that Taj Hotel across the Country were willing to place orders towards the supply of “Canadian Crystalline Water Bottling Plant”. The first respondent also indicated the



applicant that the Taj Hotels had specifically informed him to supply of “Canadian Crystalline Water Bottling Plant” manufactured by the applicant and nor by anyone else. The first respondent through the second respondent indicated to the applicant that the Taj Hotel had also agreed to his proposal that the second respondent shall be running and operating the “Canadian Crystalline Water Bottling Plant” installed by applicant for Taj Hotels. It was also indicated by the respondents that they shall be entitled to commission of 10% towards the advance amount paid by Taj Hotels for supply of “Canadian Crystalline Water Bottling Plant” by the applicant and the applicant also agreed for the same.

7. It is also averred by the applicant that it received more orders in its own name “Canadian Crystalline” for supply of “Canadian Crystalline Water Bottling Plant” from Taj Hotel through the respondents. The applicant had received the orders for installment of “Canadian Crystalline Water Bottling Plant” in following Taj Hotels through the respondents:

<i>S.No</i>	<i>Property Name</i>	<i>Date</i>	<i>Invoice Value</i>
1.	Taj Fort Aguda, Goa	02.07.2022	17,22,352/-



<i>S.No</i>	<i>Property Name</i>	<i>Date</i>	<i>Invoice Value</i>
2.	Taj Holiday Village Resort, Goa	02.07.2022	17,22,352/-
3.	Taj Lake Palace, Udaipur	02.07.2022	21,28,567/-
4.	Taj Exortica, Goa	25.07.2022	21,28,567/-
5.	Taj City Centre Gurugram	07.09.2022	23,89,500/-

8. It was also averred by the applicant that during June 2022, the first respondent through the second respondent informed the applicant, the Taj Connemara, Chennai was intending to purchase “Canadian Crystalline Water Bottling Plant”. The applicant also conducted inspection and provided its opinion towards the placement of the “Canadian Crystalline Water Bottling Plant” at Taj Connemara, Chennai. However, the applicant has not received any purchase orders from respondents regarding supply of “Canadian Crystalline Water Bottling Plant” at Taj Connemara, Chennai. When applicant visited Taj Connemara Chennai, the official of said hotel indicated that they had already placed orders with respondents for supply of “Canadian Crystalline Water Bottling Plant” by the applicant. Later on, it came to the knowledge of the applicant that the equipment was installed at Taj Connemara, Chennai by the respondent but Canadian Crystalline Water



Bottling Plant equipment installed by the respondent therein was not the one supplied by the applicant. It is specifically averred by the applicant that Taj Hotel had placed orders with the respondents for supply of “Canadian Crystalline Water Bottling Plant” supplied by the applicant but, however, the respondents failed to pass on the same to the applicant.

9. It was also averred that the respondents had changed the applicant's brochure containing the applicant's drawings and other details about “Canadian Crystalline Water Bottling Plant equipment specially created for Taj Hotel and the same has been misused by the respondents. It is the specific case of the applicant that the respondents by using the mark “Canadian Crystalline” committing passing off their services, as if that of the applicant. It is also asserted that use of the mark “Canadian Crystalline” and the drawings of the applicant with the words “Canadian Crystalline” engrossed on it would amount to infringement of applicant's trademark. On these averments the applicant sought for injunction as prayed for.

10. The respondents herein filed their counter affidavit and prayed for



vacation of the interim order granted in favour of the applicant. The respondents in their counter averred that there was no *prima facie* case in favour of the applicant for continuation of the interim order.

11. It is the contention of the respondents that the present applications have been filed with suppression of material facts and the sole aim of the applicant is to tarnish the goodwill of the respondents and disturb their business. It is the main contention of the respondents that the first respondent herein is the business face of the applicant and he used to procure orders in favour of the applicant. It is the specific case of the respondents that the applicant has not made out a case that the respondents used the applicant's trademark or copyright without authorization of the applicant. The respondents used the trademarks and copyright protected materials of the applicant previously in their capacity as authorized agents in accordance with the memorandum of understanding entered with applicant's group companies. It is also averred that the respondents placed purchase orders with the applicant for supply of water treatment plant and installed the “Canadian



Crystalline Water Bottling Plant” supplied by the applicant in its client's place.

12. Therefore, it is the contention of the respondents that the use of the trademark “Canadian Crystalline” by the respondent in the equipments supplied by the applicant would not amount to unauthorized use of applicant's trademark or infringement. It was also averred that the brochure referred to in the applicant's affidavit was prepared with the authorization of the applicant and hence, it would not amount to infringement of applicant's right in any manner. It is also specifically averred in the counter affidavit of the respondent that from December 2022 onwards, the respondents are not using the name of the applicant. On these averments, the respondents sought for vacation of the interim order granted in favour of the applicant.

13. The learned counsel for the applicant by taking this Court to the various documents filed in typed set of papers more particularly the standard purchase order issued by Taj Connemara, Chennai, in favour of the second respondent dated 10.11.2022 submitted that Taj Hotel Connemara placed the



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orders with the respondents for supply of plaintiff's water treatment equipment "Canadian Crystalline", but, however, the respondents without procuring the same from the applicant installed the equipments by sourcing the same from a 3rd party and thereby committed infringement of the applicant's trademark "Canadian Crystalline".

14. The learned Senior Counsel appearing for the respondents by taking this Court to various purchase orders placed by the respondents with the applicant for procurement of Canadian Crystalline equipment from the applicant, submitted that the respondents installed water treatment equipment in various places, by procuring the equipments from applicant. The learned senior counsel vehemently contended when the Canadian Crystalline equipments were procured from the applicant and the same were installed in water treatment plant in various places, it could not be contended that the respondents are using the trademark of Canadian Crystalline without authorization from the applicant. In other words, it is the contention of the learned senior counsel for the respondent that the respondents are installing



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the applicant's equipments only by placing purchase orders with the applicant and procuring the equipments from the applicant. When the equipments procured from applicants are installed by the respondents it cannot be termed as an infringement of trademark or copyright as it is authorized one.

15. The learned senior counsel mainly contended that the applicant failed to prove unauthorized use of applicant's mark “Canadian Crystalline” by the respondents and therefore, no case is made out for grant of interim injunction. The learned senior counsel by drawing the attention of this Court to the paragraph 12 of counter affidavit of the respondents submitted that from December 2022 onwards, the respondents stopped using the applicant's trademark. Therefore, the present applications can be disposed of by recording the said statement made by the respondents.

16. The main question that has to be decided in these applications is whether applicant made out a case for infringement of applicant's



trademark/copyright by the respondents.

17. Perusal of the various documents filed by the applicant and the respondents in the respective typed set of papers would suggest Canadian Crystalline water treatment plants have been installed in following places:

- (i) Taj Lake Palace, Udhaipur;
- (ii) Taj Fort Aguada Resort and Spa, Goa;
- (iii) Taj Holiday Village Resort and Spa, Goa;
- (iv) Taj Exotica Resort and Spa, Goa
- (v) Vivanta Bengaluru;
- (vi) Taj City Centre, Gurugram.

18. The respondents in their typed set of papers filed on 05.06.2023 produced purchase orders placed by them in favour of applicant for supply of “Canadian Crystalline Water treatment Plant” for installation at Taj Hotels situated at Udhaipur, Goa, Bengaluru, Gurugram. Therefore, there cannot be any infringement of applicant's right in respect of installations made in the



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above said places. However, it is the specific case of the applicant in respect of water treatment plant installed at Taj Connemara, Chennai, the respondents have not procured the Canadian Crystalline equipment from applicant, but they sourced it from outside. In the typed set of papers dated 05.06.2023 filed by the respondents, they failed to enclose the purchase orders placed by the respondents with the applicant for supply of Canadian Crystalline equipment for installation at Taj Connemara, Chennai. The matter was heard at length on 06.06.2023. In order to give an opportunity to the respondents to produce the purchase order relating to supply of equipment for installation at Taj Connemara, Chennai, the matter was adjourned to 14.06.2023. When the matter was taken up for hearing on 14.06.2023, the respondent filed invoices pertain to Taj Connemara, Chennai. In the standard purchase order issued by Taj Connemara, Chennai, dated 10.11.2022, the respondents were directed to supply Canadian Crystalline equipment. However, the respondents failed to file any purchase orders in favour of the applicant to prove that they procured the Canadian Crystalline equipment from the applicant for installation at Taj Connemara. Therefore, it is clear that in respect of the installation made at



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Taj Connemara, Chennai, the respondents failed to procure the Canadian Crystalline equipment from the applicants, but sourced it from elsewhere and installed the same, as if it was procured from applicant. Hence, the applicant has made out a case for infringement of trademark “Canadian Crystalline/unauthorized use of applicant's trade name/copyright protected drawing etc. Therefore, the applicant is entitled to continuation of the interim injunction already granted by this Court.

19. Accordingly, the interim injunction granted in O.A.Nos.437 to 440 of 2023 in favour of the applicant on 05.05.2023 which was extended thereafter, is made absolute. As a result, the vacate injunction applications filed by the respondents in Application Nos.2782 to 2785 of 2023 are dismissed.

.06.2023

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