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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 55/2022, I.A. 16394/2023**

FILMTEC CORPORATION

..... Plaintiff

Through: Ms. Prakriti Varshney, Advocate with
Mr. Prashant, Advocate.

versus

D RATHNAKALA

..... Defendant

Through: Mr. Devesh Khanduri, Advocate with
Mr. K.V. Bala Krishnan and Mr.
Satish, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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22.05.2024

1. The Plaintiff has filed the present suit alleging that the Defendant is, *inter alia*, manufacturing, marketing, selling and dealing in counterfeit RO (reverse osmosis) membranes bearing the Plaintiffs' registered trademark "FITMTEC".
2. On 21st January, 2022, while issuing summons, the Court also granted an *ad-interim* injunction in favour of the Plaintiff, injunctioning the Defendant from selling any products under the Plaintiff's trademark. Further, Local Commissioners were appointed to visit the Defendant's premises and report on the infringing activities. The Local Commissioner did not find any infringing products at the premises, but only invoices/ documents and electronic data which indicated that the Defendant was indulging in the sale of counterfeit products, as alleged.
3. The Defendant has not filed any written statement or documents. However, counsel for Defendants argues that they were not aware that the



products being sold by them were counterfeit and had immediately, on being informed about the present suit, stopped dealing in the products which bear the Plaintiff's mark. He submits that the counterfeit products were procured from third party distributors, and states that the Defendant has extended full cooperation to the Plaintiff by disclosing the sources from which they had procured the counterfeit products.

4. Furthermore, counsel for Defendant states, on instructions, that the Defendant has no objection in case the suit is decreed against them in terms of Prayer Clauses No. A (i), (ii), (iii) and (iv), and No. B (iii). As regards the claim of damages and accounts of profits is concerned, the Defendant offers to make a payment of INR 50,000/- to the Plaintiff as a compensatory amount. Counsel for Plaintiff, on instructions, states that the payment offered by the Defendant is acceptable towards resolution of the monetary claims made in the present suit.

5. In view of the above, the suit is decreed in terms of Paragraphs No. A (i) to (iv) and B (iii) of the plaint. Defendant is also directed pay an amount of INR 50,000/- to the Plaintiff. None of other prayers are being pressed.

6. Since the matter is being resolved on amicable terms, Plaintiff's request for refund of the court fees, is allowed. The Registry is directed to issue certification for refund of court fees to the Plaintiff's counsel, which shall then be forwarded and remitted to the Plaintiff.

7. With the aforesaid, the suit is disposed of along with pending application.

SANJEEV NARULA, J

MAY 22, 2024/sapna