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

+ **CS(COMM) 518/2024 and I.A. 31614/2024**

KHADI & VILLAGE INDUSTRIES COMMISSIONPlaintiff

Through: Ms. Diva Arora and Mr. Shiv Mehrotra, Advocates.

versus

SARVAGYA GARG & ORS

.....Defendants

Through: Mr. Nikunj Jan, Advocate for defendants No. 1 and 2.

Mr. Mrinal Ojha, Mr. Debarshi Dutta, Ms. Nikita Rathi and Mr. Rishabh Agarwal, Advocates for defendant No. 3.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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07.11.2024

1. The present suit has been filed for permanent injunction restraining infringement of trademarks, passing off and other ancillary reliefs.
2. The suit was listed for the first time on 31st May, 2024 when counsel entered appearance on behalf of the defendants no.1 and 2 and made a statement that they will take down the impugned website within one week and shall discontinue the use of the infringing marks.
3. The relevant paragraph of the 31st May, 2024 order passed by this Court is set out below:-

“22. Mr. Mahant, while accepting notice, on instructions, states that the aforementioned website shall be taken down within one week from today. He further states, on instructions, that Defendants No. 1 and 2 have discontinued the use of infringing marks noted above.



He further undertakes that, within a period of fifteen days from today, they shall remove all online and offline references to the Impugned marks.”

4. The parties were referred for mediation. However, the matter could not be settled in the mediation proceedings.
5. Counsel for the defendants no.1 and 2 submits that the defendants no.1 and 2 have no difficulty if a decree of permanent injunction is passed against the said defendants in terms of prayer Clause 65(i), (ii), (iii) & (v). It is further stated that they do not possess any promotional materials and therefore, no decree can be passed in terms of prayer Clause 65 (vi). As regards damages, it is stated that the defendants no.1 and 2 do not have the financial wherewithal to pay damages beyond ₹ 80,000/-.
6. The aforesaid statement of the defendants no.1 and 2 is taken on record and the defendants no.1 and 2 shall remain bound by the same.
7. In view of the aforesaid statement, the present suit is decreed in terms of prayer Clause 65(i), (ii), (iii) & (v). Insofar as relief of damages and costs is concerned, having heard the counsel for the parties and in the facts and circumstances of the case, it is directed that the defendants no.1 and 2 shall pay a sum of ₹ 1 lac to the plaintiff within two weeks from today. In the event the aforesaid amount is not paid within two weeks from today, the defendants no.1 and 2 shall be liable to pay interest at the rate of 9% per annum on the aforesaid amount.
8. In view of the above, counsel for the plaintiff does not press for the remaining reliefs, as claimed in the plaint.
9. The suit is decreed in the aforesaid terms.
10. In view of the fact that the matter has been settled at a very initial



stage, the Registry is directed to issue a certificate of refund of the entire Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870, as applicable to Delhi.

AMIT BANSAL, J

NOVEMBER 7, 2024

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