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

+ **CS(COMM) 884/2022 & I.A. 21656/2022, I.A. 10976/2023, I.A. 12093/2023**

ADITYA INFOTECH LIMITED

..... Plaintiff

Through: Mr. Shantanu Sahay, Ms. Imon Roy,
Ms. Shreya Shukla, Ms. Vareesha
Irfan and Mr. Pratyush, Advocates.

versus

DIPANKAR MANDAL

..... Defendant

Through: Mr. Mohit Bangwal, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

09.02.2024

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I.A. 17871/2023 (under Order XIII-A Rules 3 and 6(1)(a) r/w Order VIII Rule 10 r/w Section 151 of CPC on behalf of Plaintiff)

1. The present suit has been filed by Plaintiff-Company, which manufactures electronic video surveillance related-products, seeking permanent injunction (along with other ancillary reliefs) against the Defendant who operates a printing concern, from infringing Plaintiff's registered trademarks. Plaintiff has alleged that Defendant, who provides printing services through his concern M/s A.R. Print Line, was imprinting Plaintiff's registered marks "CP PLUS"/  and  on unbranded poor-quality products without authorisation, enabling them to be sold as counterfeit products.



2. In the present application, Plaintiff seeks summary judgment against Defendant, submitting the Defendant does not have any tenable prospects of succeeding in their defence, on the basis of the averments in the written statement.

3. Mr. Mohit Bangwal, counsel for Defendant, on instructions, states that his client was merely printing the labels and was not involved in the sale of counterfeit products. The Defendant has already provided the complete particulars of Mr. Mithilesh Kumar at whose instance he was carrying out the printing. Nonetheless the Defendant does not wish to engage in manufacturing or any unauthorised printing of labels/ stickers or to associate with unauthorised branding of surveillance cameras for the Plaintiff company. He further states that in order to resolve the matter amicably, he has no objection to the suit being decreed in favour of the Plaintiff for the relief of injunction, provided they do not insist upon award of damages.

4. Mr. Shantanu Sahay, counsel for Plaintiff, on instructions, states that he is agreeable to the proposal advanced by counsel for Defendant, however, he requests for refund of court fees so that the burden on Plaintiff on account of costs of litigation can be diminished.

5. In view of the above statements made by counsel for Defendant, which are taken on record, and with the consent of counsel, the suit is decreed in favour of Plaintiff and against Defendant, and the Defendant is restrained by way of permanent injunction in terms of paragraph no. 42(a), (b), (c) and (d) of the plaint.

6. No orders are required to be passed in terms of paragraph no. 42 (e), (f), (g) and (h) of the plaint, as agreed by the counsel. Further, Plaintiff's request for refund of court fees is allowed as the dispute has been settled



through compromise effected in Court. Registry is directed to issue a certificate for refund of full Court fees, in favour of Plaintiff.

7. The suit is disposed of, along with pending applications.

SANJEEV NARULA, J

FEBRUARY 9, 2024

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