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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 245/2025, I.A. 7265/2025, I.A. 7266/2025, I.A. 7271/2025, I.A. 14924/2025, I.A. 16003/2025 & I.A. 28772/2025**

VERIZON TRADEMARK SERVICES LLC & ORS.Plaintiffs
Through: Ms. Vaishali Mittal and Mr. Siddhant Chamola, Advocates.

Versus

AMRESH KAMATDefendant
Through: Mr. Kamlesh Kr. Mishra, Ms. Renu and Mr. Lal Babu Lalit, Advocates along with Defendant in person.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER
18.11.2025

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1. The Plaintiffs have filed the present Suit for permanent injunction for restraining the Defendant from infringement of Trade Mark 'VERIZON' and passing off, dilution, tarnishment, fraudulent activities, unfair practices, impersonation, damages, rendition of accounts, mandatory injunction for suspension and transfer of domain name, disclosure of records etc.
2. *Vide* order dated 20.03.2025, an *ex-parte ad-interim* injunction was granted and the following directions were passed:

"41. Accordingly, Defendant, its directors, partners, proprietors, principal officers, servants, agents and distributors and all other acting on its behalf are restrained from marketing, selling, offering, or making for sale or providing goods and /or services, or in any manner using the trademark and trade name 'VERIZON', 'VERIZON SAFETY', 'VERIZON SAFETY SERVICES', and/or any other

variants such as,



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Verizon Safety Services

, the domain name *www.verizonsafety.com*, the email address *info@verizonsafety.com* and *verizonsafety@gmail.com*, and any other websites, email accounts, or digital assets incorporating the VERIZON mark or any other word, designation, label etc. similar thereto, and other marks containing or comprising of the Plaintiffs, amounting to infringement and passing off, till the next date of hearing. Defendant is directed to remove all his listings on third party websites for products or services under the aforesaid trademarks of the Plaintiffs within a period of three weeks from today.”

3. *Vide* order dated 11.08.2025, the Joint Registrar (Judicial) recorded that the Defendant was served *via* speed posts on 07.04.2025 and the Written Statement had not been filed despite the prescribed time having expired.

4. *Vide* order dated 15.09.2025 passed in I.A. No. 16003/2025 being the Application filed by the Plaintiffs under Order XXXIX Rule 2A of the Code of Civil Procedure, 1908, the learned Counsel appearing for the Defendant, on instructions, submitted that the Defendant has complied with the order dated 20.03.2025 in letter and spirit and shall file an undertaking to demonstrate that the Defendant has fully complied with all the instance of non-compliance of the said order dated 20.03.2025. Accordingly, it was directed that the undertaking on Affidavit along with documentary evidence showing that Defendant has fully complied with the order 20.03.2025 be filed within a period of one week and listed the matter on 06.10.2025 and the Defendant was also directed to remain physically present in person on that date.



5. However, on 06.10.2025, none appeared for the Defendants, no undertaking was filed as directed *vide* order dated 15.09.2025 and even the Defendant was not present in person as directed. Accordingly, Bailable Warrants were issued for ensuring personal appearance of the Defendant on 18.11.2025.

6. In view of the above, the Defendant appeared in person and the learned Counsel for the Defendant submitted that the Defendant has filed the undertaking *vide* Affidavit dated 30.10.2025 (“**Affidavit**”) as directed *vide* order dated 15.09.2025 and the Defendant is ready and willing to suffer a decree in terms of Prayer in Paragraph Nos. 83(i), (ii) and (iii) of the Plaint.

7. The relevant portion of the Affidavit is reproduced hereunder:

“3. That I have refrained myself from marketing, selling, offering, or making for sale or providing goods and / or services, or in any manner using the trademark and trade name ‘VERIZON’, ‘VERIZON SAFETY’, ‘VERIZON SAFETY SERVICES’,



Verizon Safety Services or any other variants, including but not limited to the domain name www.verizonsafety.com, the email address info@verizonsafety.com and verizonsafety@gmail.com, and any other websites, email accounts, or digital assets that incorporate the VERIZON mark or any other word, designation or label similar thereto, amounting to infringement and passing off, until the next date of hearing or until further orders from this Hon’ble Court.”

8. The learned Counsel for the Plaintiffs submits that the Plaintiffs are agreeable if the Suit is decreed in terms of Prayer in Paragraph Nos. 83(i), (ii) and (iii) of the Plaint in view of the Affidavit filed by the Defendant and the



Plaintiff shall not press of Prayer for damages, however, this Court may consider awarding costs of these proceedings in favour of the Plaintiffs considering the conduct of the Defendant by not complying with the orders passed by this Court. The learned Counsel for the Defendant has submitted that in view of the undertaking given by the Defendant no costs may be imposed on the Defendant.

9. As regards the relief for costs as pressed by the Plaintiffs, considering the facts and circumstances of this case, alleged non-compliance of the orders passed by this Court, non-appearance of the Defendant and issuance of non-bailable warrant for personal appearance of the Defendant, the Plaintiffs shall be entitled to recover the costs of these proceedings from the Defendant in terms of the provisions of the Commercial Courts Act, 2015 and Delhi High Court (Original Side) Rules, 2018 read with Delhi High Court Intellectual Property Rights Division Rules, 2022. Accordingly, the Plaintiffs shall file the Bill of Costs in a sealed cover in terms of Rule 5 of Chapter XXIII of the Delhi High Court (Original Side) Rules, 2018, within a period of four weeks.

10. Once the Bill of Costs is filed, the matter will be listed before the learned Joint Registrar (Judicial), in capacity of Taxing Officer for the computation of costs.

11. In view of the above, the Suit is decreed in terms of Prayer in Paragraph Nos. 83(i), (ii), (iii) and (x) of the Plaint in favour of the Plaintiffs and against the Defendant. Let the Decree Sheet be drawn up accordingly.

12. In case any online listings or posts of the Defendant are still available



on any third-party websites, online trade directories or social media platforms using the Marks, 'VERIZON', 'VERIZON SAFETY', 'VERIZON SAFETY SERVICES',



Verizon Safety Services

, the Plaintiffs are at liberty to provide a copy of this Order to the said entities, including but not limited to Buzaa International Pvt. Ltd., Bharati Enterprises Group, IndiaMART InterMESH Ltd., Meta Platforms, Inc., Just Dial Ltd, Trade India, Infocom Network Private Limited and SabkObol etc. by providing specific URLs in order to fully comply with the undertaking given on Affidavit by the Defendant and upon such intimation, the said entities shall permanently take down, remove, block, suspend and disable the said URLs within a period of seven days of receipt of the communication from the learned Counsel for the Plaintiffs.

13. Accordingly, the Suit is disposed of with the aforesaid directions. All pending Applications also stand disposed of.

TEJAS KARIA, J

NOVEMBER 18, 2025/sms