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

+ CS(COMM) 367/2024, I.A. 10187/2024, I.A. 35449/2024, I.A. 39749/2024 & I.A. 43892/2024

CASTROL LIMITED

.....Plaintiff

Through: Mr. Urfee Roomi, Ms. Janaki Arun,
Mr. Ayush Dixit & Ms. Anuja
Chaudhury, Advocates.

versus

ANSHU MALI BAJPAI

.....Defendant

Through: Mr. Saurabh Kumar Tuteja, Advocate
(through video conferencing).

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

15.04.2025

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1. Since 14th April, 2025 was declared a Court holiday, the matters listed on 14th April, 2025 are being taken up today, i.e. 15th April, 2025.
2. Counsel for the defendant submits that the defendant has discontinued use of the impugned mark 'ACTIVE' as well as the subsequent mark 'ACTIPLUS', adopted by the defendant.
3. Therefore, he has no objection if a decree of permanent injunction is passed in favour of the Plaintiff and against the defendant.
4. The matter was passed over in order for the counsel for the defendant to take instructions with regard to payment of costs and damages amounting to ₹ 2,00,000/-.
- 4.1 Counsel has returned with instructions that the defendant is agreeable to pay a sum of ₹ 2,00,000/- towards costs and damages to the plaintiff, if sufficient time is given.
5. In view of the above, a decree of permanent injunction is passed in



favour of the plaintiff and against the defendant, in terms of prayer clauses 59 a, b, c and d of the plaint.

6. In respect of prayer clause 59 e, it is agreed that the defendant shall destroy all infringing material, packaging etc, in its possession, in the presence of an authorized representative of the plaintiff within two weeks from today.

7. Further, the aforesaid sum of ₹2,00,000/- towards costs and damages in terms of prayer clauses 59 h and shall be paid in the following manner:

- (i) ₹ 50,000/- has to be paid on or before 15th May, 2025;
- (ii) ₹ 50,000/- has to be paid on or before 15th June, 2025;
- (iii) ₹ 50,000/- has to be paid on or before 15th July, 2025;
- (iv) ₹ 50,000/- has to be paid on or before 15th August, 2025.

7.1 Since the plaintiff entity is based in England and does not have a bank account in India, the defendant shall pay the aforesaid amount to counsel for the Plaintiff, i.e. *Sujata Chaudhri IP Attorneys*. The bank details of the counsel for the plaintiff are as follows:

Current A/c No.: 914020022909462

IFSC Code: UTIB000149

8. Counsel for the plaintiff does not press for the remaining reliefs prayed for in the plaint.

9. The suit is decreed in the aforesaid terms.

10. Let a decree sheet be drawn up accordingly.

11. The pending applications stand disposed of.

AMIT BANSAL, J

APRIL 15, 2025/at