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

+ **CS(COMM) 802/2024 & I.A. 39727/2024**

NEW BALANCE ATHLETIC, INC.

.....Plaintiff

Through: Mr. Urfee Roomi, Ms. Janaki Arun,
Mr. Ayush Dixit and Mr. Arpit
Singhal, Advocates

versus

DIVIT ANAND AND ORS.

.....Defendants

Through: Mr. Vinit Trehan, Mr. Apra Chopra
and Ms. Bhumi Agarwal, Advocates

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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17.09.2025

I.A. 39727/2024 (Under Order XXXIX Rule 1 and 2 CPC)

1. This is an application filed by the plaintiff under Order XXXIX Rule 1 and 2 of Code of Civil Procedure, 1908 ('CPC').
2. An ad-interim injunction was granted in favour of the plaintiff vide order dated 18.09.2024.
3. Learned counsel for the defendants' states that defendants do not wish to contest the suit.
4. In view of the aforesaid submissions, the interim order dated 18.09.2024 is hereby made absolute until the final disposal of the suit.
5. The application is disposed of.

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6. Learned counsel for the defendants' states that he has taken instructions from the defendants and defendants are willing to suffer a



decree of permanent injunction in terms of prayer clauses mentioned at paragraph 60 (a), (b) and (c) of the plaint.

6.1 He states that with respect to the relief of money claims at prayer clauses (e), (g) and (h), the defendants are willing to compensate the plaintiff with a sum of Rs. 5 lakhs as full and final settlement amount.

6.2 He states that since it is the first instance of the infringement reported against the defendants, the Court may take a lenient view in this matter.

6.3 He submits that with respect to prayer clause para 60(d), it is the submission of the defendants that the seized goods, which are lying on the *Superdari* with the defendants may be permitted to be used by the defendants after removing the impugned mark.

7. In response, learned counsel for the plaintiff states that in view of the submissions made by the defendants as well as the fact that it is the first instance of the infringement, which has come to the knowledge of the plaintiff, the plaintiff is willing to resolve the matter amicably and have a decree passed in terms of the said submissions.

7.1 He states that with respect to the use of the seized goods lying on the *Superdari*, the defendants may be directed to carry out the removal of the impugned mark in the presence of the plaintiff's representative to its satisfaction and thereafter, defendants can use the seized goods.

8. This Court has heard the learned counsels for the parties.

9. The prayer clauses at paragraph 60 (a), (b) and (c) of the plaint reads as under:-

“(a) An order for permanent injunction restraining the Defendants, any other individuals, officers, managers, employees, agents, dealers, licensees, related/affiliated companies/entities, retailers, wholesalers, distributors or any persons/entities that are under the control of the



Defendants or are related or affiliated to the Defendants, as the case may be, and all others, acting for and on behalf of the Defendants, from manufacturing, offering for sale, selling, displaying, advertising, marketing, whether directly or indirectly, and whether on the Internet or otherwise, footwear and any other similar/related/allied/cognate goods bearing the Defendants' Marks (as depicted in paragraph 6) and marks that incorporate the Defendants' Marks, or any other mark that is identical/deceptively similar to the Plaintiff's following N Marks:



(b) An order for permanent injunction restraining the Defendants, any other individuals, officers, managers, employees, agents, dealers, licensees, related/affiliated companies/entities, retailers, wholesalers, distributors or any persons/entities that are under the control of the Defendants or are related or affiliated to the Defendants, as the case may be, and all others, acting for and on behalf of the Defendants, from doing any act that amounts to trademark infringement of the Plaintiffs registered marks bearing Registration Nos. 472335, 768874 and 1537347 (as noted in paragraph 37);

(c) An order for permanent injunction restraining the Defendants, any other individuals, officers, managers, employees, agents, dealers, licensees, related/affiliated companies/entities, retailers, wholesalers, distributors or any persons/entities that are under the control of the Defendants or are related or affiliated to the Defendants, as the case may be, and all others, acting for and on behalf of the Defendants, from passing-off their footwear under the Defendants' Marks (as defined in paragraph 6 above) and/or any other similar/related/allied/cognate goods as those of the Plaintiff or that may suggest a connection or association with the Plaintiffs following N Marks,



10. In view of the defendants' non-contest, a decree for permanent injunction in terms of the abovementioned prayer clauses at paragraphs 60



(a), (b) and (c) of the plaint, is hereby passed in favour of the plaintiff and against the defendants.

11. With respect to the money claims at prayer clauses para 60 (e), (g) and (h), it is recorded that defendants will pay a sum of Rs. 5 lakhs to the plaintiff within ten (10) days from today in full and final settlement of the said claims.

In view of the acceptance of the said amount by the plaintiff, the prayer clauses (e), (g) and (h) are disposed of as satisfied.

12. It is directed that the details of the bank account of the plaintiff be communicated by e-mail to the counsel for the defendant within three (3) days from today, to enable the aforesaid payment.

13. With regard to prayer clause (d), the defendant is granted liberty to remove the impugned marks from the seized goods within four (4) weeks from today, after giving one (1) weeks' notice to the plaintiff so as to permit the plaintiff's representative to be present. Upon such removal, and upon the plaintiff's satisfaction as to the complete removal of the impugned marks from the seized goods, the defendant shall be entitled to use/sell the said goods.

With the aforesaid directions, the prayer clause para 60(d) stands disposed of.

14. Learned counsel for the plaintiff states that he is not pressing for prayer clause at paragraph 60 (f), in these proceedings. The said relief is dismissed as withdrawn.

15. With the aforesaid directions, the suit is hereby decreed in terms of this order.

16. Registry of this Court is directed to prepare a decree sheet in terms of



this Order.

17. Pending applications, if any, stands disposed of.
18. Future dates, if any, are cancelled.
19. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

SEPTEMBER 17, 2025/rhc/AM