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

+ **CS(COMM) 938/2024**

USMS SAFFRON CO. INC.

.....Plaintiff

Through: Mr. Somnath De and Mr. Rishabh
Gupta, Advocates.

versus

J.S.V. PRODUCTS

.....Defendant

Through: Mr. Arjun Mookerjee, Advocate.
Mr. Jalaluddin S. Varakhwala,
Defendant present-in-person.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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25.04.2025

1. Mr. Arjun Mookerjee, Advocate who had been requested by the Court to represent the defendant submits on instructions from defendant No.1, who is appearing through VC, that the defendant no.1 is willing to pay a sum of Rs.60,000/- to the plaintiff towards costs. However, he submits that he may be given suitable time to pay the aforesaid amount.
2. In the order dated 14th February, 2025, it has been recorded that the defendant is willing to suffer the decree of permanent injunction as prayed for in paragraphs no.46 (a) to (c) of the plaint.
3. Counsel for the plaintiff submits that he has taken instructions from the plaintiff that at least the cost of Local Commissioner incurred by the plaintiff amounting to Rs.1,50,000/- be paid by the defendant.

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4. Taking into account the financial hardship pleaded by the defendant and the minuscule quantity of infringing goods seized during the execution of the Local Commission, I am of the considered view that costs of Rs.60,000/- would suffice in the facts and circumstances of the present case.
5. Defendant shall pay cost of Rs.60,000/- to the plaintiff in six monthly instalments of Rs.10,000/- each.
6. Accordingly, a decree of permanent injunction is passed in favour of the plaintiff and against the defendant in terms of prayer clauses 46(a), 46(b) and 46(c) of the plaint.
7. Further, in terms of prayer clause 46(d), the defendant is directed to destroy all goods bearing the plaintiff's trademark, including packaging etc. within two (2) weeks from today.
8. The defendant submits that he shall instruct all distributors and persons to whom he has sold the goods not to further resell the goods.
9. In view of the fact that the suit has been decreed at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.
10. The Court records its appreciation for the services rendered by Mr. Mookerjee in representing the defendant.

AMIT BANSAL, J

APRIL 25, 2025

Vivek/-

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