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

+ **CS(COMM) 1065/2024 & I.A. 46773/2024**

HUGO BOSS AG

.....Plaintiff

Through: Mr. Rishi Bansal, Ms. Shruti
Manchanda & Ms. Kriti Pathak,
Advocates.

Versus

**NAVEEN SOLANKI SOLE PROPRIETOR OF M/S BIG BOSS
TRADING AS B055**

.....Defendant

Through: Mr. Gopal Bose, Advocate.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

10.10.2025

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1. *Vide* order dated 11.09.2025, the learned Counsel for the Defendant had submitted that the Defendant has stopped using the impugned mark in any manner and is willing to suffer a Decree in terms of prayer Paragraph No.69(i) and (ii) of the Suit. The learned Counsel for the Plaintiff had sought time to obtain instructions with regard to the prayer for damages in view of the Affidavit filed by the Defendant with respect to the sales.
2. The learned Counsel for the Plaintiff submits that he has taken instructions and states that given the nature of the infringement and the contents of the order passed by this Court, the Defendant should be directed to pay at least the legal costs for bringing this Suit against the Defendant.
3. The learned Counsel for the Defendant submits that the Defendant is a small shopkeeper in Jodhpur and does not have sufficient income to pay the costs demanded by the Plaintiff. However, the Defendant is willing to suffer a Decree of permanent injunction as prayed for in this Suit.
4. Both the Parties have left it to the discretion of this Court to decide the



amount of costs to be paid by the Plaintiff.

5. Accordingly, the present Suit is decreed in terms of prayer Paragraph Nos.69(i) and (ii) of the Suit. The learned Counsel for the Defendant also submits that Defendant is not using the Mark '8055' as stated in the Affidavit dated 07.12.2024. The said statement of the Defendant through Counsel is taken on record and the Defendant is bound by the undertaking given in the Affidavit dated 07.12.2024. The Plaintiff has not pressed the other reliefs as prayed for in the Suit. The Defendant is also directed to pay ₹75,000/- (Rupees Seventy-Five Thousand Only) to the Plaintiff by way of costs.

6. The learned Counsel for the Plaintiff also prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.

7. In view of the fact that the matter has been settled 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.

8. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

9. Let Decree Sheet be drawn up accordingly. The Suit and the pending Application are disposed of.

TEJAS KARIA, J

OCTOBER 10, 2025

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