IN THE COURT OF SH. PRITAM SINGH,
DISTRICT JUDGE (COMMERCIAL COURT)-01 :
SHAHDARA, KARKARDOOMA COURTS: DELHI

CS (Comm.) No. 478/22
CNR No. DLSH01-005180-2022

PANASONIC LIFE SOLUTION INDIA PVT. LTD.
12th Floor Ambiance Tower,
Ambiance Island, NH-48,
Gurugram, Haryana-122002, India
Through
Mr. Ritesh Singh
1518, 15th Floor, Tower 7, Dream Homes,
Greenwood Enclave, Sector-5, Wave City,
Ghaziabad, Uttar Pradesh

…..Plaintiffs

Versus

1. **Mr. Dinesh Kumar**
   Baba Packers & Die Cutting
   4/1888, Rama Block, Gali No.3,
   Bholanath Nagar, Shahdara,
   Delhi-110 032, India.
   Also at
   4/1622, Mahabir Block,
   Bholanath Nagar, Shahdara

   ……Defendant no.1

2. **Mr. Bharat Singh**
   Trading as 'INDIA SALES',
   ZB-36-37/487,
   Zulfe Bangal,
   Dilshad Garden Industrial Area,
   Delhi-110095, India.

   …..Defendant No.2
   (Settled)

3. **Unclaimed**
   Building no.626, CN 207,
   Gali No.1, Village Badli,
   Near Old Bus Stand, Delhi-110042

…..Defendant no.3
(Deleted as per order dated 01.06.2026)

4. Mr. Vijay
4/1888, Rama Block, Gali No.3,
Bholanath Nagar, Shahdara,
Delhi-110032, India.
Also at
4/1622, Mahabir Block,
Bholanath Nagar, Shahdara,
Delhi-110032, India.

.....Defendant No.4

Date of Institution	:	**05.08.2022**
Date of final arguments	:	**09.09.2026**
Date of Judgment	:	**23.09.2026**

JUDGMENT

1. The present commercial suit Under Section 134 & 135 of The Trade Marks Act, 1999 and Section 51 and 55 of Copyright Act, 1957, for permanent injunction restraining passing off; copyright infringement, delivery up, damages and rendition of accounts, has been filed on behalf of the plaintiff, wherein, it is stated that the plaintiff, Panasonic Life Solutions Pvt. Ltd., is a Company duly incorporated under the Indian Companies Act in the year 1981 having Registered Office at 12th floor, Ambiance tower, Ambiance Island, NH-48, Gurugram, Haryana-122002, India. Mr. Arjun Bansal is the Constituted Attorney of the Plaintiff. He has been duly authorized by the Plaintiff to sign the Vakalatanama, sign and verify the pleadings, depose to the facts of the case and to do all necessary acts on behalf of the Plaintiff for the proper conduct and prosecution of the instant suit.

Even otherwise, he is fully aware of the facts and circumstances of the present case and is competent to institute and prosecute the present suit.

2. It is further stated that the Plaintiff's Holding (Parent) Company was initially known as Matsushita Electric Housewares Manufacturing Works and was incorporated in the year 1918. Its founder Konosuke Matsushita founded the Plaintiff's Holding Company as a lightbulb socket manufacturer. The Plaintiff's Holding Company started its operations in India in the year 1972. The Trademark/Label Anchor  was first adopted in the year 1963. All references to the term "Plaintiff" for the purpose of the present proceedings shall include, inter-alia, licensor, licensee, predecessor in title, holding company etc. of the Plaintiff Company.

3. It is further stated that Plaintiff's Holding Company, Matsushita Electric Works Ltd., in the year 2007 acquired the Plaintiff Company, which was at the time known as Anchor Electricals Pvt. Ltd. Thereafter, Matsushita Electric Works Ltd. permitted Anchor Electricals Pvt. Ltd. to use the Trademark/Label "Anchor/ ". Thereafter, the Plaintiff's name has been changed from Anchor Electricals Pvt. Ltd. to Panasonic Life Solutions India Pvt. Ltd. in April 2019. That by the License/Permitted User Agreement dated 24.10.2007, the Plaintiff became the permitted licensee/ user of the trademark/label ANCHOR/

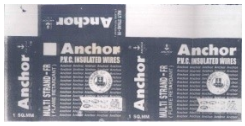
(hereinafter collectively referred to as "the said trademark/ label") in relation to its goods and business.

4. It is further stated that the Plaintiff is engaged in the business of electrical switches & accessories, switchgear & protection devices, home automation devices, wires & cables, pins, switch plates, lamps& luminaries, dimmers, fans, fan regulators, button holder, frames, designing, air conditioners, refrigerators, washing machines, compressors, lighting, televisions, personal computers, camera, mobile phones, audio equipments, broadcasting equipments, automotive electronic, semi conductors, lithium ion batteries, electrical components and optical devices, boxes, sheets, hologram stickers and other stickers and packaging material for its electrical products.

5. It is further stated that the Plaintiff is the licensee/ permitted user of the said ANCHOR trademarks/ labels in various classes. The details of the trademark registrations for the ANCHOR trademarks/ labels and its formative variants, are as depicted as below: -

S. No.	Trade Mark No.	Class	Application Date	Trademark	Proprietor Name
i.	215817	9	30/05/1963	ANCHOR 	PANASONIC CORPORATION
ii.	215818	11	30/05/1963	ANCHOR 	PANASONIC CORPORATION

iii.	328261	9	27/08/1977	ANCHOR 	PANASONIC CORPORATION
iv.	328262	11	27/08/1977	ANCHOR 	PANASONIC CORPORATION
v.	352126	11	06/08/1979	ANKER	PANASONIC CORPORATION
vi.	352513	9	18/08/1979	ANCHOR (DEVNAGARI SCRIPT) 	PANASONIC CORPORATION
vii.	352514	11	18/08/1979	ANCHOR (DEVNAGARI SCRIPT) 	PANASONIC CORPORATION
viii.	352462	11	17/08/1979	ANCOR	PANASONIC CORPORATION
ix.	345728	9	13/02/1979	ANCHOR	PANASONIC CORPORATION
x.	345729	11	13/02/1979	ANCHOR	PANASONIC CORPORATION
xi.	352123	11	06/08/1979	ANKUR	PANASONIC CORPORATION
xii.	418084	17	22/02/1984	ANCHOR 	PANASONIC CORPORATION

xiii.	509584	7	02/05/1989	ANCHOR	PANASONIC CORPORATION
xiv.	529285	17	08/05/1990	ANCHOR	PANASONIC CORPORATION
xv.	544811	7	06/02/1991	ANCHOR	PANASONIC CORPORATION
xvi.	631553	11	22/06/1994	ANCHOR 	PANASONIC CORPORATION
xvii.	834119	9	28/12/1998	ANCHOR WITH (DEVICE) 	PANASONIC CORPORATION
xviii.	834120	9	28/12/1998	ANCHOR WITH (DEVICE) 	PANASONIC CORPORATION
xix.	834121	11	28/12/1998	ANCHOR WITH (DEVICE) 	PANASONIC CORPORATION
xx.	834123	11	28/12/1998	ANCHOR WITH (DEVICE) 	PANASONIC CORPORATION
xxi.	887831	9	24/11/1999	ANCHOR 	PANASONIC CORPORATION
xxii.	887832	9	24/11/1999	ANCHOR	PANASONIC CORPORATION

6. It is further stated that all the aforesaid registrations are valid, subsisting and have been renewed from time to time and are in force in favourt of plaintiff's holding parent company and licensor – Panasonic Corporation.

7. It is further stated that with the advent of e-commerce, the Internet and trade thereunder, the Plaintiff is using the trademark/label ANCHOR on its official website viz., https://lsin.panasonic.com. The said domain name has been registered ever since 22 May 1990. It is further stated that for promoting, advertising and popularizing its said goods and business, the Plaintiff maintains a formidable presence on the Internet. Furthermore, the Plaintiff maintains an active and prominent social media presence on multiple popular platforms such as Facebook, Instagram, Twitter,You Tube among others. As of 28 July, 2022, the Plaintiff Company's You Tube page, being operated under the said trademarks/labels has 5.92 thousand subscribers and about 21,499,867 combined views. As of 28 July, 2022, the Plaintiff Company's Twitter page, being operated under the said trademarks/labels has 8788 followers. As of 28 July, 2022, the Plaintiff Company's Instagram page, being operated under the said trademarks/labels has 27 thousand followers. As of 28 July, 2022, the Plaintiff Company's Facebook page, being operated under the said trademarks/labels has 0.31 million followers.

8. It is further stated that the Plaintiff Company has been uninterruptedly advertising, soliciting and promoting its said goods and business under the said trademark/labels through different means and modes, including but not limited to, social media, advertisements in prominent television channels, national and local newspapers, trade

magazines, hoardings, wall paintings, brochures, leaflets and other publicity means and materials.

9. It is further stated that the Defendants are engaged in the same goods and business as that of the Plaintiff and have in the course of the business adopted and started using marks which are identical/deceptively similar to the Plaintiff's said trademarks in relation to counterfeit and pirated products. The Plaintiff has credible apprehension that the Defendants are operating hand-in-glove with each other from their respective addresses, with Defendant No.1 being Baba Packers & Die Cutting addressed at 4/1888, Rama 110032, Block, Gali No. 3, Bholanath Nagar, Shahdara Defendant No. 2 addressed at 1/5966, Gali No. 7, Kabul Nagar, Shahdara 110032, Defendant No. 3 addressed at Building No. 626, CN 207, Gali No. 1, Village Badli, Near Old Bus Stand and Defendant No. 4 addressed at ZB-36-37/487, ZulfeBangal, Dilshad Garden Industrial Area 110095.

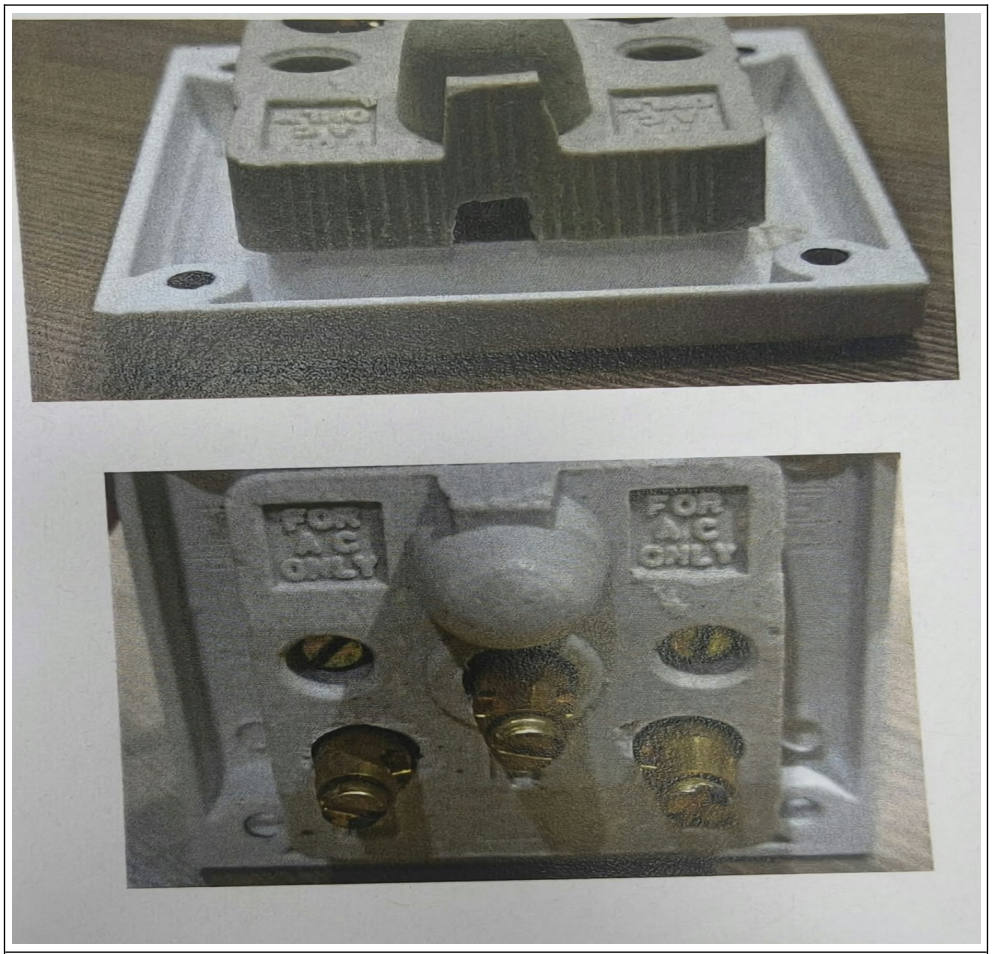
10. It is further stated that in the last week of July, 2022 the Plaintiff learnt through market and trade that the Defendants are engaged in manufacturing, marketing, sale, use, trading of counterfeit and pirated electrical switches & accessories, sockets, way switches, switchgear & protection devices, dimmers, regulators, small fan regulators, wires & cables, lamps, lamp holders& luminaries & fans, frames, switch bottoms, button holder, pins, switch plate, and other allied/related products and

packaging material, boxes, stickers, cut-outs, accessories, machineries and allied and cognate items (hereinafter referred "the impugned goods" and "impugned business/activities") bearing deceptively similar/identical marks as that of the Plaintiff's said trademarks/labels. Some of the representative images of the impugned goods being sold by the Defendants are depicted below:

Impugned goods of the defendants bearing the impugned trademark/labels






FOR AC ONLY
FOR AC ONLY


ANCHOR
Panasonic
Advanced-FR
1.50 Sq.mm
ANCHOR

11. It is further stated that the Defendants are manufacturing, displaying, advertising, promoting, selling, offering for sale, soliciting, enquiring, distributing and trading the impugned goods under the impugned trademarks/ labels throughout the country including in areas of East Delhi. It is further stated that the Defendant No.1 is also promoting, advertising & soliciting its impugned business through the interactive website www.justdial.com. The Defendants have adopted and put to use the impugned trademarks/ labels dishonestly, fraudulently and out of mala fide intention of trading upon the established goodwill, reputation and proprietary rights of the Plaintiff, existing in the said trademarks/labels. It is further stated that the Defendants are using all false description in order to sell their counterfeit goods which amounts infringement and Passing off the Plaintiff's proprietary rights.

12. It is further stated that impugned adoption of the impugned trademarks/ labels by the Defendants is dishonest, tainted, ill-motivated and is disseminating confusion and deception. The Defendants are trying to cash in on the hard built reputation and goodwill of the Plaintiff under the said trademarks/labels and attempting to make easy money.

13. It is further stated that same class of purchasers are involved in purchasing the goods of the Plaintiff and the Defendants. The said goods of the Plaintiff and the

impugned goods of the Defendants are identical and the same trade channels are involved in the products of the parties in question. Any person with an imperfect recollection of memory is bound to be confused between the competing trademarks. In light of the impugned business activities of the Defendants, confusion and deception is being ensued in the market and the trade. The defendants are engaged in the business of selling the impugned goods against which they do not pay the requisite GST amount which in turn causes monetary loses to the government and the state. Hence, the instant suit is filed seeking following prayers:-

I. To pass a decree of permanent injunction restraining the Defendants by themselves as also through their individual proprietors/partners, agents, representatives, distributors, assigns, heirs, successors, stockists and all others acting for and on their behalf from using, selling, soliciting, manufacturing, marketing, enquiring, importing, exporting, displaying, advertising physically or through social networking websites or through its or by any other mode or manner dealing in or using the impugned trademarks/ labels ANCHOR or any other word/mark which may be identical with and/or deceptively similar word/mark to the Plaintiff's said trademarks/ labels and "ANCHOR " in relation to electrical switches & accessories,

sockets, way switches, switchgear & protection devices, dimmers, regulators, small fan regulators, wires & cables, lamps, lamp holders& luminaries & fans, frames, switch bottoms, button holder, pins, switch plate, and other allied/related products and packaging material, boxes, stickers, cut-outs, accessories, machineries and allied and cognate items and from doing any other acts or deeds amounting to or likely to:

I. Infringement of Plaintiff's aforesaid copyright in its ANCHOR  trademark/label.

II. Passing off and violation of the Plaintiff's rights in the Plaintiffs said trademarks/labels and violating the Plaintiff's common law rights therein;

III. Violation of Plaintiff's proprietary rights in its trade name i.e., PANASONIC LIFE SOULTIONS INDIA PVT. LTD.

IV. Passing off and enabling others to pass of their goods and business as that of the Plaintiff.

II. To pass an order for restraining the Defendants from disposing off or dealing with its assets including its shops, facilities and premises including those at the addresses mentioned in the

memo of parties and its stocks-in-trade or any other assets as may be brought to the notice of this Hon'ble Court during the course of the proceedings and on the Defendant's disclosure thereof and which the Defendant is called upon to disclose and/or on its ascertainment by the Plaintiff Company as the Plaintiff Company is not aware of the same as per Section 135 (2) (c) of the Act as it could adversely affect the Plaintiff Company's ability to recover the costs and pecuniary reliefs thereon;.

III. To pass an order for rendition of accounts of profits earned by the Defendants by their impugned trade activities and a decree for the amount so found in favour of the Plaintiff on such rendition of accounts.

IV. To pass a decree of grant of damages to the tune of Rs 3,10,000/- (Rupees Three Lakhs and Ten thousand only) from the Defendants to the Plaintiff;

V. To pass an order for cost of proceedings.

14. Written statement was filed on behalf of defendant no.1. It is stated in the written statement of the defendant no.1 that the defendant no.1 is only working as labourer and he is not the owner of Baba Packers & Die Cutting, at 4/1888, Rama Block, Gali No.3, Bholanath Nagar, Shahdara, Delhi-110032 and even the defendant no.1 does not know who is the owner of the said Baba Packers &

Die Cutting. It is further stated that the defendant no.1 used to work on daily wages and he has never done work on any single shop for a month/months or years. It is further stated that the defendant no.1 has no concern with the facts of the present suit and further the defendant no.1 has no concern with the seized articles and the defendant no.1 has only been made party to the present suit to harass and humiliate him.

15. It is denied that defendant no1. is engaged in the same goods and business as that of the plaintiff and in the course of the business adopted and started using marks which identical/deceptively similar to the plaintiff's said trademarks in relation to counterfeit and pirated products. It is further denied that the defendants are operating hand in glove with each other from their respective addresses, with defendant No.1 being Baba Packers & Die Cutting addressed at 4/1888, Rama Block, Gali No.3, Bholanath Nagar, Shahdara, Delhi-110032.

16. It is further denied that in the last week of July, 2022 the plaintiff learnt through market and trade that the defendants are engaged in manufacturing, marketing, sale, use, trading of counterfeit and pirated electrical switches & accessories, sockets, way switches, switchgear and protection devices, dimmers, regulators, small fan regulators, wires & cables, lamps, lamp holders & luminaries & fans, frames, switch bottoms, button holder, pins, switch plate, and other allied/related products and packaging material, boxes, stickers, cut outs, accessories,

machineries and allied and cognate items bearing deceptively similar/identical marks as that of the plaintiff's said trademarks/labels and/or some of the representative images of the impugned goods being sold by the defendants are depicted in the suit. All other averments made in the plaint were denied.

17. It is important to mention here that defendant no.4 Vijay Kumar was impleaded vide order dated 16.11.2024, while allowing the application U/o I Rule 10(2) CPC of the plaintiff.

18. Written statement was filed on behalf of defendant no.4. It is stated in the written statement that the present suit is not maintainable, rather the same is liable to be dismissed with an exemplary cost, since the plaintiff has filed it to cause unnecessary harassment and humiliation to the defendant no.4 as the said suit is nothing, rather a sheer bundle of lies and falsehood, and abuse of process of law. It is further stated that the defendant no.4 was handed over the articles by the plaintiff and assured to take back after sometime and till date the same has not been taken back by the plaintiff and when the defendant no.4 asked the plaintiff to receive the same only then this false application was filed by the plaintiff under Order I Rule 10 CPC and the defendant was impleaded as party by the court vide order dated 16.11.2024.

19. It is further stated that the defendant no.4 has no concern with M/s Baba Packers & Die cutting and he is not the owner of above said company and was only

residing in the premises and also defendant no.4 is not the owner of the house bearing no. 4/1888, Gali No. 3, Rama Block, Bhola Nath Nagar, Shahdara, Delhi. All other averments made in the plaint were denied.

20. The plaintiff has settled the matter with defendant no.2 in the mediation vide mediation settlement dated 25.11.2022 Ex.C1 and accordingly decree was passed in terms of settlement Ex.C1 vide order dated 15.03.2023 by the Ld. Predecessor of this court. Further, the name of defendant no.3 Ashok Kumar/John Doe was deleted from the array of defendants vide order dated 01.06.2026 as there was no person in the name of Ashok Kumar/John Doe.

21. From the pleadings of the parties following issues were framed on 01.06.2026:-

> *"i) Whether the plaintiff is entitled to a decree of permanent injunction restraining the defendants from using the impugned trademark/label "ANCHOR ⚓" or any other identical or deceptively similar mark in relation to electrical goods and allied products, on the ground that such use amounts to (i) infringement of the plaintiff's trademark and copyright in the "ANCHOR⚓" trademark/label, (ii) passing off and violation of the plaintiff's rights in its trademarks/labels and common law rights therein, and (iii) violation of the plaintiff's proprietary rights in its trade name, namely, Panasonic Life Solutions India Pvt. Ltd., and enabling others to pass off their goods and business as those of the plaintiff?OPP*
>
> *(ii) Whether the plaintiff is entitled for an order for rendition of accounts of profits earned by the defendants by their impugned trade activities and a decree for the amount so found in favour of the plaintiff on such rendition of accounts? OPP*

(iii) Whether the plaintiff is entitled for a decree of grant of damages to the tune of Rs.3,10,000/- from the defendants?OPP
(iv) Relief.

22. In order to prove its case, the plaintiff has examined its AR Sh. Ritesh Singh, as PW-1, and he tendered his evidence by way of affidavit as Ex.PW1/A. PW1 has reiterated and reaffirmed the stand taken by the plaintiff in the plaint. Plaintiff relied upon the following documents:-

I. Print out of the plaintiffs' trademark/labels as **Ex.PW1/1**.

II. Print outs of the plaintiffs' goods bearing the trademark/labels as **Ex.PW1/2**.

III. Print outs of the defendant's no.1 impugned goods bearing their impugned tradmarks/labels as **Ex.PW1/D1**.

IV. Print outs of the Screenshots of the Defendant No.1's presence on various e-commerce platforms www.justdial.com evidencing the solicitation of the impugned goods and business along with the visiting card of defendant no. 1 as **Ex.PW1/D2.**

V. Printout of the status report of the plaintiff's trademark under no 215817 for the device mark " " in Class 9 as **Ex.PW1/3**.

VI. Printout of the status report of the Plaintiff's trademark under No. 215818 for the device mark " " in Class 11 as **Ex.PW1/4**.

VII. Printouts of the status report and journal of the Plaintiff's trademark under No. 352462 for the word mark ANCOR in Class 11 as **Ex.PW1/5**.

VIII. Printouts of the Status report and Journal of the Plaintiff's trademark under No.345728 for the word "ANCHOR" in Class 9 as **Ex.PW1/6**.

IX. Printouts of the Status report and Journal of the Plaintiff's trademark under No. 345729 for the word "ANCHOR" in Class 11 as **Ex.PW1/7**.

X. Printouts of the Receipts for Legal Proceedings Certificate applied vis-à-vis Application Nos. 215817, 215818, 352462, 345728 and 345729 in Class 9 and 11 as **Ex.PW1/8**.

XI. Printouts of the Screenshots of Plaintiff's website viz https://lsin.panasonic.com under the said trademark/labels as **Ex.PW1/9**.

XII. Printouts of the Screenshots depicting advertisement and news article of the Plaintiff Company under the said trademark/label ANCHOR as **Ex.PW1/10**.

XIII. Printouts of the Whois Report of the Plaintiff's website, viz https://lsin.panasonic.com under the said trademark/labels as **Ex.PW1/11**.

XIV. Printouts of the Screenshots depicting advertisements and news article of the Plaintiff's company under the said trademark/label ANCHOR as **Ex.PW1/12**.

XV. Printouts Screenshots of the social media platforms www.instagram.com www.facebook.com www.youtube.com, www.twitter.com being operated by the Plaintiff Company under the said trademark/ labels ANCHOR as **Ex.PW1/13**.

XVI. Printouts of the Screenshots of the Plaintiff's Company's goods bearing the said trademark/labels are available on various e-commerce websites, and www.amazon.com www.bigbasket.com as **Ex.PW1/14**.

XVII. Printouts of the Screenshots of the list of Plaintiff's dealers within the jurisdiction of this court as **Ex.PW1/15**.

XVIII. Authentication-cum-analysis Report of the Defendants' impugned goods bearing the impugned trademark/labels as **Ex.PW1/16**.

XIX. Copy of the License Agreement between Malsushita Electric Works Ltd. & Anchor Electricals Pvt. Ltd. as **Ex.PW1/17 (OSR)**.

XX. Copy of Certificates change of company from Anchor Electricals Pvt. Ltd. to Panasonic Life Solutions Pvt. Ltd. as **Ex. PW1/18 (OSR).**

XXI. Copy of the Power of Attorney by the Plaintiff Company in favour of Mrs. Meena Bansal & Mr. Arjun Bansal as **Mark A.**

XXII. Copy of the Power of Attorney in favour of Mr.. Ritesh Singh as **Ex. PW1/20 (OSR).**

XXIII. Copy of the Special Power of Attorney by the Plaintiff Company in favour of Mr. Nishant Nayan and Mr. Kumar Anjani as **Ex.PW1/21 (OSR).**

XXIV. Copy of the Board of Resolution dated 13th December 2022 as **Ex.PW1/22 (OSR).**

XXV. Printouts of comparison chart of the Defendant's impugned products bearing the impugned trademark/labels to that of the Plaintiff's said products bearing the said trademark/labels as **Mark B**.

XXVI. Copy of the Board of Resolution dated 21st September 2021 as **Ex.PW1/24 (OSR)**.

23. Cross-examination conducted before the Ld. Local Commissioner is as under:-

> *"XXXXXXXXXXX by Sh. Abhijit Mishra and Sh. Himanshu Tomar Ld. Counsel for the Defendant no. 1 and 4.*
> *Objections: 1. Exhibit No. 18 to Exhibit No. 24 has been objected on the ground not compliance section 92, 93 and 95 of companies Act 2013. The said the plaintiff company has not produced statutory register in accordance with the statutory provisions as prescribed in the Company Act, 2013. Further the board resolution does not empowers authorizes and sanctions defendant no. 1 to appear in the present case or to speak in the present case on the behalf of the other employees or to rectified other employees actions before the Hon'ble court.*
> *It further objected that Plaintiff witness i.e., Mr. Ritesh Simgh is not the one who has filed written statement as well as affidavits including section 65B of the Indian Evidence Act 1872 and section 63 BSA 2023.*
> *It is objected that the Power of Attorney is not filed in accordance with the Power of Attorney Act, 1882. The Original Power of Attorney is not deposited with the Hon'ble Court and it*

specifically does not empowers him to tender evidence or become witness.

I am legal Manager. I have joined the plaintiff company in the month of December 2024. I am LLB and Company secretary by qualification. I am competent for and on the behalf of the plaintiff company to answer any legal question as well.

I am completely aware of Trade Mark act 1999, Copyright Act 1957, Code of civil Procedure, Power of Attorney Act, 1882, Bhartiya Shaksha Adiniyam Act, Commercial Courts Act, 2015 and Indian Evidence Act, 1872 along with its rules, regulations and procedures. It is wrong to suggest that I am making a false claim about the knowledge of the above said provisions of the law. Vol. again said I have very limited knowledge of above said Acts.

Q1. What is infringement?

Ans. I do not know the applicable section infringement, definition. However my understanding with respect of infringement, when you passing the infringing the rights of registered brand owner i.e called infringement.

(Objection): raised by the Ld. Counsel of the plaintiff the above said question is irrelevant.

(LC observation: the objection raised by the counsel of the plaintiff will be Hecided by the Hon'ble court at the time of final Argument.)

Q2. What is passing off?

Ans. Passing off means when you are not only infringing the deceptively similar Trademark, logo, design of any brand owner but completely pass off his brand using confusing brand name.

(Objection): raised by the Ld. Counsel of the plaintiff the above said question is irrelevant.

(LC observation: the objection raised by the counsel of the plaintiff will be decided by the Hon'ble court at the time of final Argument.)

Q3. As you have joined said plaintiff organization in the month of December how are you personally aware, infringement or passing off the plaintiff trade mark/copyright?

Ans. My role and responsibilities in this organization is to protect the infringement and passing off of the plaintiff company's brands from counterfeiters in Pan India. I am saying that about this defendants no. 1 and 4, my knowledge not only on the basis of facts and records

available in the company data basis but also few of different raid actions related to different suits against the these defendants. I personally participated/ monitored. These defendants are regular counterfeiters.

Q4. Is it true/correct that you have not filed plaint, documents, Affidavit and participated any raids in the present case?

Ans. Yes, I have not filed the plaint and documents but I had filed my evidence affidavit, the other documents filed by my predecessor of the plaintiff company, the same is the legal corporate structure of the any company.

Q5. Have you filed the legal corporate structure and its working of the plaintiff company in the present suit?

Ans. This is universal practice of any corporate entity, when one authorized person of the company, who is authorized by channel of board meetings (passing of board resolution, authorized power of attorney, authority letter, and leaves the organization) the same is issued against new individual who joined the organization for the same role and responsibilities.

(Objection): raised by the Ld. Counsel of the plaintiff the above said question is irrelevant.

(LC observation: the objection raised by the counsel of the plaintiff will be decided by the Hon'ble court at the time of final Argument.)

Q6. What is counterfeit product?

Ans. counterfeit means selling, manufacturing, trading in sub- standard, duplicate products of any brand owner without any authorization.

Sometimes this is very serious as due to counterfeit problems ultimately consumer in the markets suffers, like in this case counterfeiters manufacturing electricity items, which may cause fire etc.

Q7. What is publication of the copyright?

Ans. The publication of the copyright provides forth of the advantage to the copyright owner for their artistic work etc.

Q8. Can you kindly explain us as to where the defendants were trading, selling, manufacturing of the goods/products of the plaintiff company as enumerated in the para no. 1 of Ex. PW1/A.

Ans. These defendants runs a printing and packing in the name of the M/s Baba packers in the vicinity of Shahdra District, East Delhi.

Q9. Have you placed of on records before Hon'ble court any Gst, Ownership or place of business by the defendants for running of the business in the style Baba Packers wherein Counterfeits products of the plaintiff company were being sold, traded and manufactured by the defendants.

Ans. It is matter of Record. However I would like to highlight that in one of the raid conducted, Mr. Vijay, himself present and his Aadhar card and his statements are substantially supports this.

At this stage witness is shown LC report for raid conducted on 05.09.2022 and 07.11.2023 asked.

Q10. Has the Local commissioner found Counterfeit products of the plaintiff company?

Ans. Yes, Ld. LC founds, plaintiff company's famous brands "Anchor" and its packing materials.

Q11. Has the plaintiff company conducted any scientific study on the products as alleged to be sold, traded and manufactured by the defendants to demonstrate the said products are counterfeit products of the plaintiff company?

Ans. Scientific study is not required. If, defendants were the only traders company must have provided its scientific quality report, but in this case defendants are running complete manufacturing and printing set up and printing counterfeit products, not only ours brands but of other company bands also. All the materials found at the time of raid action, we were having our brands logo/ design which proves that defendants are doing this illegal activities and generating sufficient revenue at the risk of life of indian consumers.

Q. 12. What is source of knowledge of the plaintiff company that the defendant is selling, trading and manufacturing of counterfeit products at the time of filling of the present suit?

Ans. plaintiff Company investigated about the counterfeiting activity of these defendants by the complete background investigation and necessary proves were submitted before the Hon'ble Court for requesting the order of the raid actions by the appointment of Local commissioner for raid.

At this witness is shown, plaint and documents of the plaint and asked.

Q13. Can you please show from the plaint as well as documents filed with civil suit about any

investigation conducted by the plaintiff company qua defendants regarding counterfeiting/ infringing/ passing off of the products of the plaintiff company?

Ans. The plaintiff company has produced before Hon'ble court all satisfactory proves about defendant's activities referring in the para no. 31 in the plaint. The Plaintiff Company refers defendant social media, pictures, and photographs displaying the images of company's registered brand without any legal authorization. The plaintiff company also provided analysis cum authentication report after duly investigated, the same is part of PW1/16.

Q14. Is it correct analysis cum authentication which is exhibited in PW1/16 report filed by Ms. Meena Bansal on behalf of the plaintiff company?

Ans. Yes, after due approval by the plaintiff company.

Objection raised by the counsel of the defendants that Ex. PW1/16 is authorized who has never step foot inside in the witness box. Hence the defendants duly raised question on the admissibility of the said documents.

(LC observation: the objection raised by the counsel of the plaintiff will be decided by the Hon'ble court at the time of final Argument.)

The Cross Examination is deferred due to paucity of time of 3 hours.

XXXX by Sh. Prashant Jaiswal and Sh. Himanshu Tomar Ld. Counsel for the Defendant no. 1 and 4 conduced on 05.08.2026

Ques1: Is it correct that Matsushita Electric work limited is the holding company of the plaintiff i.e. Panasonic Life Solutions India Pvt Ltd.?

Ans: It is incorrect. Vol. Panasonic Holdings Corporation is the holding company of Panasonic Life Solutions India Pvt Ltd is a 100 percent subsidiary and part of the same group company.

Ques. 2: Is it correct that Matsushita Electric work limited and the Plaintiff i.e., Panasonic Life Solutions India Pvt Ltd are separate legal entity?

Ans. It is incorrect. The fact of the matter is Matsushita Electric work limited acquired Anchor and after name conversion it became a global brand Panasonic, both are the part of the same group company.

At this stage the witness is shown Para 9 of the evidence affidavit.

Ques. 3: Can you please enumerate in details about the violation of section 14 of the Copyright Act, 1957 by the Defendant?

Ans. This is the part of plaint record section 14 of the Copyright Act, 1957 secures the rights of artistic and original artwork of the trademark/labels of the Plaintiff's brand. Defendant has misused and illegally curtailed plaintiff's right by manufacturing, printing, trading in the said register copyright/artistic work of the Plaintiff.

Objection raised by the Ld. Counsel for the Plaintiff that the present question is a legal question which needs to be adjudicated by the Hon'ble court. Any question which has the legal issues and legal question and legal query are involved that is subject matter of adjudication by the Hon'ble court. Further the present question is irrelevant at the present stage. Further the present question is a matter of record.

LC Observation: The objection raised by the Ld. Counsel for the plaintiff is decided by the Hon'ble Court at the time of final arguments.

Ques. 4. Please refer to the Paragraph 10 of the Affidavit of Evidence Have you placed any document on record to substantiate the claims of social media and internet presence?

Ans. Yes, It's Exhibited from Ex. PW1/10 to EX. PW1/13.

Ques. 5. Please refer to the Paragraph 11 of the Affidavit of Evidence. Have you placed any document on record for any advertisement made by the Plaintiff?

Ans. Yes, It's Exhibited from Ex. PW1/10 to EX. PW1/15.

Ques. 6. Please refer to the Paragraph 12 of the Affidavit of Evidence. Have you placed any document on record qua the claims of high standard of quality of the products of the Plaintiff?

Ans. Yes, all such details is already submitted which is Exhibited as Ex. PW1/12 including details of company's plant offices/manufacturing centres.

Ques. 7. Please refer to the Paragraph 15 of the Affidavit of Evidence. Have you placed any document on record that the Plaintiff is the global

leader in Lighting, Energy and Indoor Air Quality?

Ans. Yes, I have filed and the same is Exhibited as EX. PW1/14.

Ques. 8. Please refer to the Paragraph 15 of the Affidavit of Evidence. How many power plants are installed by the Plaintiff to become the global leader in lighting and Energy?

Ans. As per my knowledge, we are currently running 6 power plants.

Objection raised by the Ld. Counsel for the Plaintiff that question is absolutely not relevant for the present Lis.

Observation by Ld. Local commissioner: the objection raised by the Ld. Counsel for the Plaintiff will be decided by the Hon'ble court at the time of final arguments.

Ques. 9. Please refer to the Paragraph 16 of the Affidavit of Evidence. Have you placed on record any document that Plaintiff i.e., Panasonic's products are available in India since 1963?

Ans. The question is irrelevant by referring year 1963. Plaintiff is trying to showcase its presence in Indian Market. Documents such as Plaintiff's trademark registration, licenses and other corporate business documents evident the same.

Ques. 10. Please refer to the Paragraph 17 of the Affidavit of Evidence. Have you placed on record any document that qua the manufacturing facilities and capacity?

Ans. Describing the production capacity of our plant and generating revenue is part and parcel of the plaint and supporting exhibits. However, we have also submitted sufficient nationwide newspapers and articles in support of the same. The said documents are already on record and exhibited which is EX. PW1/12.

Objection raised by the Ld. Counsel for the Plaintiff that question is absolutely not relevant for the present Lis.

Observation by Ld. Local commissioner: the objection raised by the Ld. Counsel for the Plaintiff will be decided by the Hon'ble court at the time of final arguments.

Ques. 11. Please refer to the Paragraph 17 of the Affidavit of Evidence. Have you placed on record any document as issued by Central Pollution Control Board or any Government to the Plaintiff qua the Carbon Dioxide claims?

Ans. The Panasonic is a global brand. It is run by complying all necessary and mandatory compliances of all applicable laws including Pollution control regulations. As this suit pertains under trademark as well as copyright laws, this questions seems to be irrelevant.

Ques. 12. Please refer to the Paragraph 18 of the Affidavit of Evidence. Have you placed on record Licensee Document/Permitted User Document of the Anchor?

Ans. Yes. It is Exhibited as Ex. Pw1/17.

Ques. 13. Please refer to the Paragraph 20 of the Affidavit of Evidence. Have you placed on record any document for Trade/Commercial Transactions as made by the Defendants qua the manufacturing, marketing, sale, use, trading of counterfeit and pirated electrical switches & accessories, sockets, way switches, switchgear & protection devices, dimmers, regulators, small fan regulators, wires & cables, lamps, lamp holders & luminaries & fans, frames, switch bottoms, button holder, pins, switch plate, and other allied/related products and packaging material, boxes, stickers, cut-outs, accessories, machineries and allied and cognate items bearing deceptively similar/identical marks as that of the Plaintiff's said trademarks/labels?

Ans. It is already given in the Local Commissioner report.

Objection raised by the Ld. Counsel for the Plaintiff that question is absolutely not relevant for the present Lis. The detailed local commissioner reports are already on the judicial record; therefore, the present question is a matter of record.

Observation by Ld. Local commissioner: the objection raised by the Ld.. Counsel for the Plaintiff will be decided by the Hon'ble court at the time of final arguments.

Ques. 14. Please refer to the Paragraph 25 of the Affidavit of Evidence. Is the Plaintiff having access to the Goods and Services Tax Records of the Defendants?

Ans. No. (Vol. However, our allegations was that Defendants are selling counterfeit goods without proper GST compliant invoices.)

Ques. 15. Have you placed any document on record that Defendant No. 1 is running the Trade of the products of the Plaintiff Company on

various e-commerce platforms such as www.justdial.com?
Ans. Yes, it is already on record which is EX. PW1/D2.
Ques. 16. Have you placed on record the quantification of damage as caused to the Plaintiff Company?
Ans. The damages plead by Plaintiff in the plaint depends on the expected seizure at the time of raid action considering also various factors such as pecuniary jurisdiction of the court which is a minimum value.
Ques. 17. Have you placed on record any documents such as any Government Laboratory Certificate that the goods of the Defendants are counterfeit products of the Plaintiff company?
Ans. It is not required as defendant's activity prima facie founds at the time of raid action substantiate this.
Ques. 18. Please refer to Ex PW1/16-Have you placed on record the detailed study including the samples used for the said Authentication-cum-analysis Report?
Ans. The Authentication-cum-analysis Report which is already placed on record describes all precautionary differentiation points as well as symbols for counterfeiters' substandard products.
It is wrong to suggest that I am deposing falsely."

24. Defendant no.1 and 4 did not lead any evidence and their DE was closed on 05.08.2026.

ARGUMENTS

25. Ld. Counsel for the plaintiff states that the Plaintiff's case is that the ANCHOR trademark/label were first adopted in the year 1963.The Plaintiff's Holding Company acquired Anchor Electricals Pvt. Ltd. in 2007. Thereafter, by a Licence/Permitted User Agreement dated 24.10.2007, Anchor Electricals Pvt. Ltd. was permitted to use the ANCHOR trademark/label. The Plaintiff's name was

subsequently changed from Anchor Electricals Pvt. Ltd. to Panasonic Life Solutions India Pvt. Ltd. in April 2019.

26. Ld. Counsel for the plaintiff further states that the Plaintiff's holding company holds a large family of registrations for the mark ANCHOR and its formative/device variants across Classes 7, 9, 11 and 17, the earliest of which is registration No. 215817 dated 30.05.1963 in Class 9. All such registrations are valid, subsisting and renewed from time to time. That the Plaintiff has been dealing with its said copyrights in the course of the trade in relation to its said goods and business inter-alia within the meaning of Section 14 of The Copyright Act, 1957.

27. Ld. Counsel for the plaintiff further states that by virtue of continuous, extensive and uninterrupted use, advertisement and promotion over more than five decades, the trademark/label ANCHOR has acquired enviable goodwill and reputation and is recognised by the trade and the consuming public as being exclusively associated with the Plaintiff.

28. Ld. Counsel for the plaintiff further states that it is well settled that in an action for passing off, priority in adoption and use of a mark takes precedence over subsequent user, and even registration of an identical/similar mark by a junior user cannot defeat the rights of a prior user. The Plaintiff, being the prior adopter and continuous user of the mark ANCHOR since 1963

(with use in India since 1972), is entitled to protection on this settled principle.

29. Ld. Counsel for the plaintiff further states that the Plaintiff, being the licensee/permitted user of the original artistic work comprised in the said ANCHOR  label - including its distinctive colour scheme, anchor device and lay-out - is entitled to protection under Section 14 read with Section 51 & 55 of the Copyright Act, 1957, independent of and in addition to its statutory and common law trademark rights.

30. Ld. Counsel for the plaintiff further states that the Plaintiff became the permitted licensee/user of the trademark/label ANCHOR  by virtue of the License/Permitted User Agreement dated 24.10.2007 executed with the Plaintiff's Holding Company. The said agreement confers upon the Plaintiff a clear right to sue for infringement and passing off qua the said trademark/label, and to seek all consequential reliefs, including injunction, rendition of accounts and damages.

31. Ld. Counsel for the plaintiff further states that the Defendants are engaged in the very same trade as the Plaintiff and have, in the course of such business, adopted and are using marks that are identical with/deceptively similar to the Plaintiff's said trademark/label ANCHOR , in relation to counterfeit and pirated electrical switches, sockets, way switches, switchgear & protection devices, dimmers, regulators, wires & cables, lamps, lamp

holders, luminaries, fans, switch plates and allied goods and packaging materials.

32. Ld. Counsel for the plaintiff further states that the Plaintiff caused a market enquiry in the last week of July, 2022, which revealed that the Defendants manufacturing, marketing, selling, soliciting and trading in the said counterfeit/pirated goods under the impugned trademark/label, in the markets of Shahdara and adjoining areas of East Delhi.

33. Ld. Counsel for the plaintiff further states that Defendant No. 1 is further found to be advertising and soliciting its impugned business through the interactive commercial listing/e-commerce website www.justdial.com, which is accessible and capable of consummating a transaction from within the territorial jurisdiction of this Hon'ble Court.

34. Ld. Counsel for the plaintiff further states that the Defendants are neither the registered proprietors of, nor have they applied for registration of, the impugned trademark/label. Their adoption is a naked, unauthorised and dishonest appropriation of the Plaintiff's prior and registered rights.

35. Ld. Counsel for the plaintiff further states that counterfeit electrical goods, being non-compliant with mandatory Bureau of Indian Standards norms, pose a real risk of harm to unsuspecting consumers, which is an additional and weighty factor tilting the equities in favour of an Permanent injunction. It is further submitted that

during the execution of the Local Commission, a huge quantity of the impugned packaging material bearing the Plaintiff's trademark was recovered from the premises of the Defendants.

36. Ld. Counsel for the plaintiff further states that the Defendants have neither entered the witness box nor led any evidence in support of their defence. The failure of the Defendants to step into the witness box and substantiate their pleadings by way of evidence clearly demonstrates that they have no substantive defence to the claims raised by the Plaintiff.

37. Ld. Counsel for the plaintiff further states that the acts and conduct of Defendant Nos. I and 4 have caused substantial financial loss and serious injury to the goodwill and reputation of the Plaintiff. The unauthorised use of the Plaintiff's trademark and the recovery of a substantial quantity of the impugned goods/packaging material further establish the extent and seriousness of the infringement committed by the Defendants.

38. Ld. Counsel for the plaintiff further states that Defendants are located within the territorial jurisdiction of this Hon'ble Court, thereby independently attracting Section 20(a) CPC. and part of the cause of action including solicitation through the interactive website www.justdial.com accessible within this has arisen within the territorial jurisdiction of this jurisdiction Hon'ble Court.

39. Ld. Counsel for the defendant states that Plaintiff has not tendered the Legal Process Certificate before the Hon'ble court, therefore, the same cannot be read and must be discarded.

40. Ld. Counsel for the defendant states that the Plaintiff has not tendered the Section 63 Bharatiya Sakshyay Adhiniyum 2023 Certificates, thus the electronic documents can not be read into the evidence. Ld. Counsel for the defendant states that the Plaintiff has failed to place the averments of the publication or have been able to produce a single witness to demonstrate the factum of publication of the copyright by the Defendant in compliance of the Section 3 of the Copyright Act.

41. Ld. Counsel for the defendant states that the Plaintiff has failed to demonstrate the infringement of the Trademark of the Plaintiff in the course of trade in compliance of Section 29 of the Trademarks Act. Ld. Counsel for the defendant states that several documents are tendered without any authority. The Author of the said exhibited documents have never stepped inside the witness box. Such as Ex PW1/16. Ld. Counsel for the defendant relied upon the following rulings:-

1. Chancellor vs. Rameshwari Photocopy Services 2016 SCC OnLine Del 6713.
2. LIC vs. Ram Pal Singh Bisen (2010) 4 SCC 491.
3. Raj Kumar Saraf v. Vaidya Nandram Gigraj Chamaria 2013 SCC OnLine Del 2686.
4. Ranvir Singh Vs. Union of India (2205) 12 SCC 59.

5. Renaissance Hotel Holdings Inc. Vs. B. Vijaya Sai (2022) 5 SCC 1.
6. State Bank of Travancore vs. Kingston Computers (I) (P) Ltd. (2011) 11 SCC 524.
7. Vijay Vs. Union of India (2023) 17 SCC 455.
8. Pune Bar Assn. Vs. Union of India 2026 SCC OnLine SC 1297.
9. Amrish Agarwal Vs. Venus Home Appliances Pvt. Ltd. 2019 SCC OnLine Del 9966.
10. Janki Vashdeo Bhojwani & Anr. Vs. Indusind Bank Ltd. & Ors. (2005) 2 Supreme Court Cases 217.

42. In rebuttal, Ld. Counsel for the plaintiff states that the plaintiff has exhibited the status of various registration and trade-mark registration certificates in class 9 and 11 of the plaintiff. The plaintiff has also exhibited the legal proceedings certificates in class 9 and 11 as Ex. PW1/8. Ld. Counsel for the plaintiff further states that the plaintiff has also filed the Affidavit u/s 63 of Bhartiya Sakshya Adhiniyam, 2023, dated 30.07.2026, on record. However, no specific question has been asked during the cross-examination of PW1 in respect of the affidavit u/s 63 of BSA.

43. Ld. Counsel for the plaintiff further states that when the material evidence adduced by the party remains unchallenged in cross-examination, it is liable to be accepted and treated as admitted. Ld. Counsel for the plaintiff further states that as per Section 14 of the Copyright Act, and by virtue of India being a signatory to

the Berny Convention, the artwork in the plaintiff various labels, the plaintiff is the owner of the copyright. Even otherwise, the copyright registration is not mandatory under the Copyright Act for infringement action. Ld. Counsel for the plaintiff further states that the defendants neither raised any specific pleadings in the written statement nor asked any question about the complication to the PW1.

44. Ld. Counsel for the plaintiff further states that the defendants are not the registered proprietor, nor they filed any application, nor they have disputed any trade-mark registration of the plaintiff and therefore, by virtue of section 29 of the Trade-mark Act, 1999, the infringement action is maintainable.

45. Ld. Counsel for the plaintiff further states that the defendants neither claimed that the seized goods / packaging are original nor they have ever challenged the report of the Ld. Local Commissioner and even they have not appeared in the witness box. Ld. Counsel for the plaintiff further states that the plaintiff has duly proved its case and the suit of the plaintiff may be decreed. Ld. Counsel for the planitiff has relied upon the following rulings:

1. Century Traders v. Roshan Lal Duggar, AIR 1978 Delhi 250
2. S. Syed Mohideen v. P. Sulochana Bai, 2016 (66) PTC 1 (SC).

3. Laxmikant V. Patel v. Chetanbhai Shah & Anr., (2002) 3 SCC 65.
4. Cadila Health Care Ltd. v. Cadila Pharmaceuticals Ltd.. (2001) 5 SCC 73.
5. Marico Ltd. v. Mrs. Jagjit Kaur, 2018 SCC OnLine Del 8488
6. Glaxo Orthopedic U.K. Ltd. V. Samrat Pharma, MANU/DE/0257/1983.
7. P.K. Sen Exxon Mobile Corporation & Ors., MANU/DE/0016/2017.
8. Whatman International Limited v. P. Mehta & Ors., 2019 SCC OnLine Del 6856: (2019) 257 DLT 472: (2019) 78 PTC 51.
9. Blue Heaven Cosmetics Pvt. Ltd. v. Shivani Cosmetics, 2022 SCC OnLine Del 1523: (2022) 290 DLT 614: (2022) 91 PTC 329: AIR 2022 Del 212.
10. The Heels v. K. Abrol & Ors., MANU/DE/1559/2006.
11. Time Incorporated v. Lokesh Shrivastava & Ors., MANU/DE/0104/2005.
12. Panasonic Life Solutions India Pvt. Ltd. v. Ankur Gupta & Ors., CS COMM. 530/2022.
13. American Home Products Corporation Vs. Mac Laboratories Pvt. Ltd (AIR 1986 SC 137).
14. Midas Hygiene Industries Pvt. Ltd. Vs. Sudhir Bhatia 2004 (73) DRJ 647 (SC).
15. Imagine Marketing Pvt. Ltd. Vs. Green Accessories through its Proprietor & Anr. 2022 SCC OnLine Del 806.

16. Pankaj Rajivbhai Patel Trading as Rakesh Pharmaceuticals Vs. SSS Pharmachem Pvt. Ltd.

17. Panasonic Holdings Corporation Vs. Ashok Kumar.

18. Iswar Bhai C. Patel Vs. Harihar Behera & Anr. (1999) 3 Supreme Court Cases 457.

46. I have carefully perused the case file and I have also given my considered thoughts to the arguments addressed by the Ld. Counsel for both the parties and written arguments. My findings on the various issues are as under:-

ISSUE NO.1

"i) Whether the plaintiff is entitled to a decree of permanent injunction restraining the defendants from using the impugned trademark/label "ANCHOR ⚓" or any other identical or deceptively similar mark in relation to electrical goods and allied products, on the ground that such use amounts to (i) infringement of the plaintiff's trademark and copyright in the "ANCHOR⚓" trademark/label, (ii) passing off and violation of the plaintiff's rights in its trademarks/labels and common law rights therein, and (iii) violation of the plaintiff's proprietary rights in its trade name, namely, Panasonic Life Solutions India Pvt. Ltd., and enabling others to pass off their goods and business as those of the plaintiff?OPP

47. The burden to prove this issue is on the plaintif. The plaintiff has examined PW1, and PW1 has reiterated the case of the plaintiff in his evidence by way of affidavit Ex.PW1/A. PW1 is AR of the plaintiff company, who has been authorized vide Power of Attorney Ex.PW1/20. PW1 was cross-examined at length by Ld. Counsel for defendants, however, nothing material came in his cross-examination to discredit his testimony. Ld. Counsel for the

defendants has asked various legal questions from PW1 such as "what is infringement?; what is passing of ?; what is counterfeit product?; what is publication of the copyright?". Though, the PW1 has answered to these questions, however, from these questions it is clear that the defendants have not much in their defence, therefore, such legal questions have been asked from PW1.

48. The plaintiff has filed the instant suit seeking permanent injunction thereby restraining the defendants, their agents etc., from passing off goods, restraining the defendants from infringing the trademark/label and copyright of the plaintiff. Section 27 and 29 of the Trademark Act, and Section 51 of the Copyright Act are relevant provisions of law to be considered while deciding the case in hand.

49. Section 27 and 29 of the Trademark Act reads as under:-

> *"27. No action for infringement of unregistered trade mark.—*
> *(1) No person shall be entitled toinstitute any proceeding to prevent, or to recover damages for, the infringementof an unregistered trademark.*
> *(2) Nothing in this Act shall be deemed to affect rights of action against any person for passing offgoods or services as the goods of another person or as services provided by another person, or theremedies in respect there.*
> *29. Infringement of registered trademarks.—*
> *(1) A registered trade mark is infringed by a personwho, not being a registered proprietor or a person using by way of permitted use, uses in the course oftrade, a mark which is identical with, or deceptively similar to, the trade mark in relation to goods orservices in respect of which the trade mark is registered and in such manner as to*

render the use of themark likely to be takenas being used as a trade mark.

(2) A registered trade mark is infringed by a person who, not being a registered proprietor or a personusing by way of permitted use, uses in the course of trade, a mark which because of—

(a) its identity with the registered trade mark and the similarity of the goods or services coveredbysuch registered trade mark; or

(b) its similarity to the registered trade mark and the identity or similarity of the goods or servicescovered bysuch registered trade mark; or

(c) its identity with the registered trade mark and the identity of the goods or services coveredbysuch registered trade mark,is likely to cause confusion on the part of the public, or which is likely to have an associationwith theregistered trade mark.

(3) In any case falling under clause (c) of sub-section (2), the court shall presume that it is likely tocause confusion on the part of the public.

(4) A registered trade mark is infringed by a person who, not being a registered proprietor or a personusing by way of permitted use, uses in thecourse of trade, a mark which—

(a) is identical with or similar tothe registered trade mark; and

(b) is used in relation to goods or services which are not similar to those for which the trade markis registered; and

(c) the registered trade mark has a reputation in India and the use of the mark without due causetakes unfair advantage of or is detrimental to, the distinctive character or repute of the registered trademark.

(5) A registered trade mark is infringed by a person if he uses such registered trade mark, as his tradename or part of his trade name, or name of his business concern or part of the name,of his businessconcern dealing in goods or services in respect of which the trade mark is registered.

(6) For the purposes of this section, a person uses a registered mark, if, in particular, he—

(a) affixes it togoods or the packaging thereof;

(b) offers or exposes goods for sale, puts them on the market, or stocks them for those purposesunder the registered trade mark, or

offers or supplies services under the registered trade mark;

(c) imports or exports goods under the mark; or

(d) uses the registered trade mark on business papers or in advertising.

(7) A registered trade mark is infringed by a person who applies such registered trade mark to amaterial intended to be used for labeling or packaging goods, as a business paper, or for advertising goodsor services, provided such person, when he applied the mark, knew or had reason to believe that theapplication of the mark was not dulyauthorised by the proprietor or a licensee.

(8) A registered trade mark is infringed by any advertising of that trade mark if such advertising —

(a) takes unfair advantage of and is contrary to honest practices in industrial or commercialmatters; or

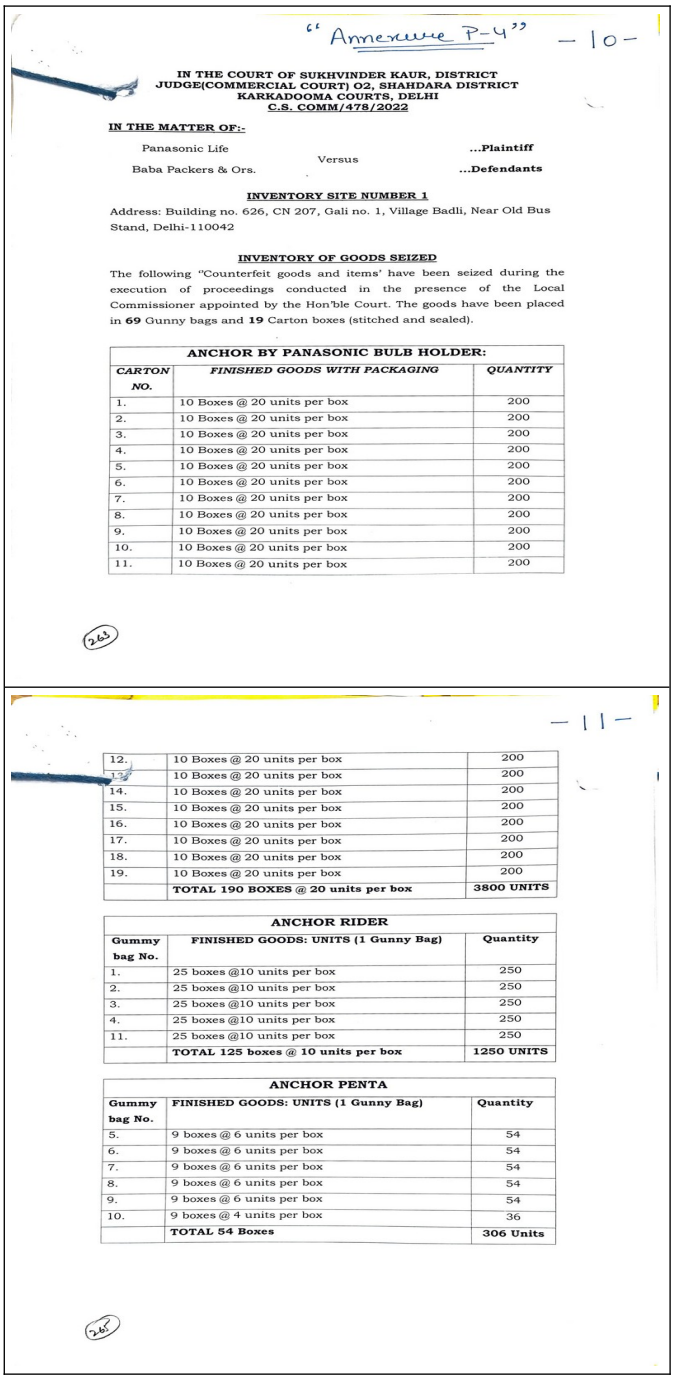
(b) is detrimental to its distinctive character; or

(c) is against the reputation of the trade mark.

(9) Where the distinctive elements of a registered trade mark consist of or include words, the trademark may be infringed by the spoken use of those words as well as by their visual representation andreference in this section to the use of a markshall be construed accordingly."

50. The case of the plaintiff is that the defendants were passing off impugned goods as the goods of the plaintiff and further infringing the trademark/label of the plaintiff. Section 27 and 29 of the Trademark Act basically deal with passing off and infringement of trademarks/labels respectively in respect of goods and services. Ld. Local Commissioner inspected the premises of the defendants under the Order of the Court and filed his report before the court. No alleged impugned goods/products were found/recovered by the Ld. Local Commissioner during his inspection at the premises of the defendants. Only packaging materials having trademark/labels of the

plaintiff were found/recovered by the Ld. Local Commissioner from the premises of defendant no.1 and the same were also seized. The inventories prepared by Ld. Local Commissioner, who inspected the premises of defendant no.1 are as under:-



"Annexure P-4" – 10 –

IN THE COURT OF SUKHVINDER KAUR, DISTRICT JUDGE(COMMERCIAL COURT) 02, SHAHDARA DISTRICT KARKADOOMA COURTS, DELHI
C.S. COMM/478/2022

IN THE MATTER OF:-

Panasonic Life ...Plaintiff

Versus

Baba Packers & Ors. ...Defendants

INVENTORY SITE NUMBER 1

Address: Building no. 626, CN 207, Gali no. 1, Village Badli, Near Old Bus Stand, Delhi-110042

INVENTORY OF GOODS SEIZED

The following "Counterfeit goods and items' have been seized during the execution of proceedings conducted in the presence of the Local Commissioner appointed by the Hon'ble Court. The goods have been placed in **69** Gunny bags and **19** Carton boxes (stitched and sealed).

ANCHOR BY PANASONIC BULB HOLDER:		
CARTON NO.	***FINISHED GOODS WITH PACKAGING***	***QUANTITY***
1.	10 Boxes @ 20 units per box	200
2.	10 Boxes @ 20 units per box	200
3.	10 Boxes @ 20 units per box	200
4.	10 Boxes @ 20 units per box	200
5.	10 Boxes @ 20 units per box	200
6.	10 Boxes @ 20 units per box	200
7.	10 Boxes @ 20 units per box	200
8.	10 Boxes @ 20 units per box	200
9.	10 Boxes @ 20 units per box	200
10.	10 Boxes @ 20 units per box	200
11.	10 Boxes @ 20 units per box	200

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12.	10 Boxes @ 20 units per box	200
13.	10 Boxes @ 20 units per box	200
14.	10 Boxes @ 20 units per box	200
15.	10 Boxes @ 20 units per box	200
16.	10 Boxes @ 20 units per box	200
17.	10 Boxes @ 20 units per box	200
18.	10 Boxes @ 20 units per box	200
19.	10 Boxes @ 20 units per box	200
	TOTAL 190 BOXES @ 20 units per box	**3800 UNITS**

ANCHOR RIDER		
Gummy bag No.	**FINISHED GOODS: UNITS (1 Gunny Bag)**	**Quantity**
1.	25 boxes @10 units per box	250
2.	25 boxes @10 units per box	250
3.	25 boxes @10 units per box	250
4.	25 boxes @10 units per box	250
11.	25 boxes @10 units per box	250
	TOTAL 125 boxes @ 10 units per box	**1250 UNITS**

ANCHOR PENTA		
Gummy bag No.	**FINISHED GOODS: UNITS (1 Gunny Bag)**	**Quantity**
5.	9 boxes @ 6 units per box	54
6.	9 boxes @ 6 units per box	54
7.	9 boxes @ 6 units per box	54
8.	9 boxes @ 6 units per box	54
9.	9 boxes @ 6 units per box	54
10.	9 boxes @ 4 units per box	36
	TOTAL 54 Boxes	**306 Units**

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ANCHOR Bulb Holders		
Gummy bag No.	FINISHED GOODS: UNITS (1 Gunny Bag)	Quantity
65.	4 box @ 6 units each	24
66.	4 box @ 6 units each	24
67.	4 box @ 6 units each	24
68.	4 box @ 6 units each	24
69.	4 box @ 6 units each	24
	TOTAL: 20 Boxes @ 6 unit each	**120**

ANCHOR by PANASONIC PACKAGING MATERIAL		
Gummy Bag No.	Weight per 1 Gunny Bag	Quantity
12.	Anchor Penta Packaging	17 Kg
13.	Anchor Rider Packaging	17Kg
14.	Anchor Rider Packaging	26Kg
15.	Anchor Penta Packaging	13 Kg
16.	Anchor Penta Packaging	10 Kg
17.	Anchor Rider Packaging	37Kg
18.	Anchor Rider Packaging	18Kg
19.	Anchor Penta Packaging	28kg
23.	Anchor Rider Packaging	9kg
25.	Anchor Penta Packaging	20 kg
51.	Anchor Penta Packaging	20 kg
52.	Anchor Penta Packaging	20 kg
53.	Anchor Penta Packaging	20 kg
54.	Anchor Penta Packaging	14 kg
59.	Anchor Roma Plastic packaging	15 Kg
60.	Anchor Roma Plastic packaging	15 Kg
61.	Anchor Roma Plastic packaging	15 Kg

(268)

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ANCHOR by PANASONIC Unfinished Goods		
Gummy bag No.	Weight per 1 Gunny Bag	Quantity
20.	Unfinished goods: Sockets: Marked Rider	15 Kg
21.	Unfinished goods: Sockets: Marked Rider	15 Kg
22.	Unfinished goods: Sockets: Marked Anchor	20 kg
24.	Unfinished goods: Sockets: Marked Anchor	14 kg
26.	Unfinished goods: Sockets: Marked Anchor	15 kg
27.	Unfinished goods: Sockets: Marked Anchor	14.5 kg
28.	Unfinished goods: Sockets: Marked Rider	11 kg
29.	Unfinished goods: Sockets: Marked Rider	14 kg
30.	Unfinished goods: Sockets: Marked Rider	13 kg
31.	Unfinished goods: Sockets: Marked Rider	17.5 kg
32.	Unfinished goods: Sockets: Marked Rider	14.5 kg
33.	Unfinished goods: Sockets: Marked Anchor	14 kg
34.	Unfinished goods: Sockets: Marked Anchor	7 kg
35.	Unfinished goods: Sockets: Marked Anchor	15 kg
36.	Unfinished goods: Sockets: Marked Anchor	14 kg
37.	Unfinished goods: Sockets: Marked Rider	8.5 kg
38.	Unfinished goods: Sockets: Marked Rider	13 kg
39.	Unfinished goods: Sockets: Marked Rider	9.5 kg
40.	Unfinished goods: Sockets: Marked Rider	9 kg
41.	Unfinished goods: Sockets: Marked Rider	7.5 kg
42.	Unfinished goods: Sockets: Marked Rider	9.5 kg
43.	Unfinished goods: Sockets: Marked Rider	9 kg
44.	Unfinished goods: Sockets: Marked Rider	15 kg
45.	Unfinished goods: Sockets: Marked Rider	15 kg
46.	Unfinished goods: Sockets: Marked Rider	15 kg
47.	Unfinished goods: Sockets: Marked Rider	15 kg
48.	Unfinished goods: Sockets: Marked Anchor	15 kg
49.	Unfinished goods: Sockets: Marked Anchor	15 kg
50.	Unfinished goods: Sockets: Marked Anchor	10 kg

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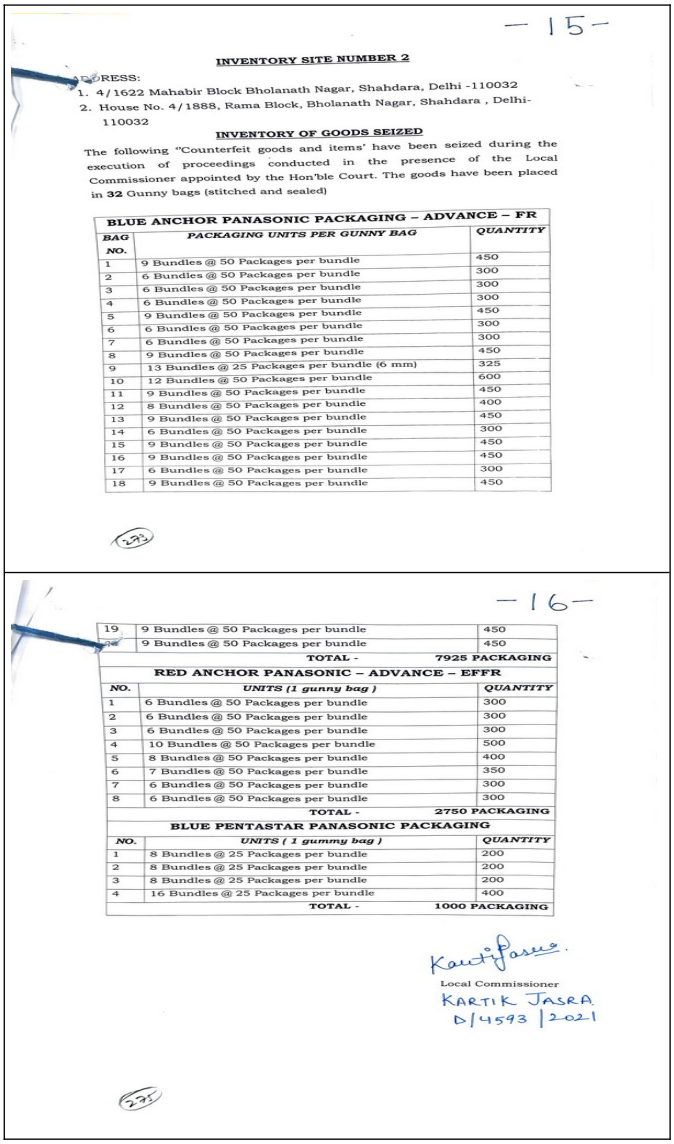
— 14 —

55.	Unfinished goods: Sockets: Marked Anchor	20 kg
56.	Unfinished goods: Sockets: Marked Anchor	20 kg
57.	Unfinished goods: Sockets: Marked Anchor	20 kg
58.	Unfinished goods: Sockets: Marked Anchor	12 kg
62.	Unfinished goods: Holders: Marked Anchor	20kg
63.	Unfinished goods: Holders: Marked Anchor	15 kg
64.	Unfinished goods: Holders: Marked Anchor	20 kg

Kartik Jasra

Local Commissioner
KARTIK JASRA
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INVENTORY SITE NUMBER 2

ADDRESS:

1. 4/1622 Mahabir Block Bholanath Nagar, Shahdara, Delhi -110032
2. House No. 4/1888, Rama Block, Bholanath Nagar, Shahdara , Delhi-110032

INVENTORY OF GOODS SEIZED

The following "Counterfeit goods and items' have been seized during the execution of proceedings conducted in the presence of the Local Commissioner appointed by the Hon'ble Court. The goods have been placed in **32** Gunny bags (stitched and sealed)

BLUE ANCHOR PANASONIC PACKAGING – ADVANCE – FR		
BAG NO.	***PACKAGING UNITS PER GUNNY BAG***	***QUANTITY***
1	9 Bundles @ 50 Packages per bundle	450
2	6 Bundles @ 50 Packages per bundle	300
3	6 Bundles @ 50 Packages per bundle	300
4	6 Bundles @ 50 Packages per bundle	300
5	9 Bundles @ 50 Packages per bundle	450
6	6 Bundles @ 50 Packages per bundle	300
7	6 Bundles @ 50 Packages per bundle	300
8	9 Bundles @ 50 Packages per bundle	450
9	13 Bundles @ 25 Packages per bundle (6 mm)	325
10	12 Bundles @ 50 Packages per bundle	600
11	9 Bundles @ 50 Packages per bundle	450
12	8 Bundles @ 50 Packages per bundle	400
13	9 Bundles @ 50 Packages per bundle	450
14	6 Bundles @ 50 Packages per bundle	300
15	9 Bundles @ 50 Packages per bundle	450
16	9 Bundles @ 50 Packages per bundle	450
17	6 Bundles @ 50 Packages per bundle	300
18	9 Bundles @ 50 Packages per bundle	450

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19	9 Bundles @ 50 Packages per bundle	450
20	9 Bundles @ 50 Packages per bundle	450
	TOTAL -	**7925 PACKAGING**

RED ANCHOR PANASONIC – ADVANCE – EFFR		
NO.	***UNITS (1 gunny bag)***	***QUANTITY***
1	6 Bundles @ 50 Packages per bundle	300
2	6 Bundles @ 50 Packages per bundle	300
3	6 Bundles @ 50 Packages per bundle	300
4	10 Bundles @ 50 Packages per bundle	500
5	8 Bundles @ 50 Packages per bundle	400
6	7 Bundles @ 50 Packages per bundle	350
7	6 Bundles @ 50 Packages per bundle	300
8	6 Bundles @ 50 Packages per bundle	300
	TOTAL -	**2750 PACKAGING**

BLUE PENTASTAR PANASONIC PACKAGING		
NO.	***UNITS (1 gummy bag)***	***QUANTITY***
1	8 Bundles @ 25 Packages per bundle	200
2	8 Bundles @ 25 Packages per bundle	200
3	8 Bundles @ 25 Packages per bundle	200
4	16 Bundles @ 25 Packages per bundle	400
	TOTAL -	**1000 PACKAGING**

Local Commissioner
KARTIK JASRA
D/4593/2021

51. Except the impugned packaing material found by Ld. Local Commissioner at the premises of defendant no.1, the plaintif has failed to bring anything on record during its evidence to show that any goods bearing the trademark/labels of the plaintiff were recovered from the premises of the defendants. Hence, the plaintiff has failed to establish that the defendants were passing off goods or infringing the trademark/labels of the plaintiff in respect of any goods.

52. In Renaissance Hotel Holdings Inc. Vs. B. Vijaya Sai (supra), the Hon'ble Supreme Court has held in para 57 as under:-

> *"57. The perusal of subsection (4) of Section 29 of the said Act would reveal that the same deals with an eventuality when the impugned trade mark is identical with or similar to the registered trade mark and is used in relation to goods or services which are not similar to those for which the trade mark is registered. Only in such an eventuality, it will be necessary to establish that the registered trade mark has a reputation in India and the use of the mark without due cause takes unfair advantage of or is detrimental to, the distinctive character or repute of the registered trade mark. The legislative intent is clear by employing the word "and" after clauses (a) and (b) in subsection (4) of Section 29 of the said Act. Unless all the three conditions are satisfied, it will not be open to the proprietor of the registered trade mark to sue for infringement when though the impugned trade mark is identical with the registered trade mark, but is used in relation to goods or services which are not similar to those for which the trade mark is registered. To sum up, while subsection (2) of Section 29 of the said Act deals with those situations where the trade mark is identical or similar and the goods covered by such a trade mark are identical or similar, subsection (4) of Section 29 of the said Act deals with situations where though the trade mark is identical, but the goods or services are not similar to those for which the trade mark is registered."*

53. In view of the above discussions the court is of the considered view that the plaintiff has failed to establish the passing off and infringement of its trademark/label by the defendants.

54. Section 2(c) of the Copyright Act defines artistic work and Section 14 of the Copyright Act explains

meaning of copyright. The abovesaid section(s) reads as under:-

> ***"2.Interpretation.—In this Act, unless the context otherwise requires,—***
> *(c)"artistic work"means,—*
> *(i) a painting, a sculpture, a drawing (including a diagram, map, chart or plan), an engravingor a photograph, whether or not any such work possesses artistic quality;*
> *(ii) an [workof architectural]; and*
> *(iii) any other work of artistic craftsman*
> ***14. Meaning of copyright.—***
> *For the purposes of this Act, "copyright" means the exclusive right subject to the provisions of this Act, to do or authorise the doing of any of the following acts in respect of a work or any substantial part thereof, namely:—*
> *(a)in the case of a literary, dramatic or musical work, not being a computer programme,—(i)to reproduce the work in any material form including the storing of it in any medium by electronic means;(ii)to issue copies of the work to the public not being copies already in circulation;(iii)to perform the work in public, or communicate it to the public;(iv)to make any cinematograph film or sound recording in respect of the work;(v)to make any translation of the work;(vi)to make any adaptation of the work;(vii)to do, in relation to a translation or an adaptation of the work, any of the acts specified in relation to the work in sub-clauses (i) to (vi);*
> *(b)in the case of a computer programme,—(i)to do any of the acts specified in clause (a);(ii)to sell or give on commercial rental or offer for sale or for commercial rental any copy of the computer programme:*
> *Provided that such commercial rental does not apply in respect of computer programmes where the programme itself is not the essential object of the rental.*
> *(c)in the case of an artistic work,(i)to reproduce the work in any material form including—(A)the storing of it in any medium by electronic or other means; or(B)depiction in three-dimensions of a two-*

dimensional work; or(C)depiction in two-dimensions of a three-dimensional work; (ii)to communicate the work to the public; (iii)to issue copies of the work to the public not being copies already in circulation;(iv)to include the work in any cinematograph film; (v)to make any adaptation of the work;(vi)to do in relation to an adaptation of the work any of the acts specified in relation to the work in sub-clauses (i) to (iv);

(d)in the case of a cinematograph film,(i)to make a copy of the film, including—(A)a photograph of any image forming part thereof; or(B)storing of it in any medium by electronic or other means;(ii)to sell or give on commercial rental or offer for sale or for such rental, any copy of the film;(iii)to communicate the film to the public;

(e)in the case of a sound recording,—(i)to make any other sound recording embodying it including storing of it in any medium by electronic or other means;(ii)to sell or give on commercial rental or offer for sale or for such rental, any copy of the sound recording; (iii)to communicate the sound recording to the public.Explanation.—For the purposes of this section, a copy which has been sold once shall be deemed to be a copy already in circulation."

55. Section 51 of the Copyright Act reads as under:-

*"**Section 51 When copyright infringed.***

Copyright in a work shall be deemed to be infringed--

(a) when any person, without a licence granted by the owner of the copyright or the Registrar of Copyrights under this Act or in contravention of the conditions of a licence so granted or of any condition imposed by a competent authority under this Act--

(i) does anything, the exclusive right to do which is by this Act conferred upon the owner of the copyright, or

(ii) permits for profit any place to be used for the communication of the work to the public where such communication constitutes an infringement of the

copyright in the work, unless he was not aware and had no reasonable ground for believing that such communication to the public would be an infringement of copyright; or
(b) when any person--
(i) makes for sale or hire, or sells or lets for hire, or by way of trade displays or offers for sale or hire, or
(ii) distributes either for the purpose of trade or to such an extent as to affect prejudicially the owner of the copyright, or
(iii) by way of trade exhibits in public, or
(iv) imports into India, any infringing copies of the work:
[Provided that nothing in sub-clause (iv) shall apply to the import of one copy of any work for the private and domestic use of the importer.]
Explanation.-- For the purposes of this section, the reproduction of a literary, dramatic, musical or artistic work in the form of a cinematograph film shall be deemed to be an "infringing copy""

56. As discussed above, Ld. Local Commissioner had found packaging material bearing the trademark/labels of the plaintiff from the premises of the defendants. The comparision of impugned packaging material found at the premises of the defendant and the copyright mark of the plaintiff are as under:-

Copyright mark of the plaintiff	Impugned packaging material found at the premises of the defendant



57. A bare comparison of the impugned packaging material and the artistic/copyright work of the plaintiff with naked eyes makes it is clear that the defendants have infringed the copyright work of the plaintiff by printing and making the labels as that of the labels of the plaintiff. The colour combination i.e. blue, sky blue, navy blue and white are almost identical in shape and design. The mark Anchor and the word Anchor are both in red colour, with same size and font. The other features of the mark of the plaintiff are also identical in the impugned labeling seized from the premises of the defendant. Admittedly, the defendants do not have a license to use the copyright work of the plaintiff. On the other hand, the plaintiff has exclusive rights to make and use such work being its registered owner.

58. The defendants have stated in their written statements that they were only working as labourers/daily

wagers at the premises from where the packaging material were recovered and they even do not know who was the owner of Baba Packers and Die Cutting. However, the defendants have choosen not to lead evidence in support of their defence. The Hon'ble Supreme Court in ***Iswar Bhai C. Patel Vs. Harihar Behera & Anr. (supra)*** has held in Para 17, 18 and 29 as under:-

> *"**17.** Admittedly defendant No.1 had an account in the Central Bank of India Limited, Sambalpur Branch which his father, namely, respondent No.2, was authorised to operate. It is also an admitted fact that it was from this account that the amount was advanced to the appellant by respondent No.2. It has been given out in the statement of respondent No.2 that when the appellant had approached him for a loan of Rs.7,000/-, he had explicitly told him that he had no money to lend whereupon the appellant had himself suggested to advance the loan from the account of respondent No.1 and it was on his suggestion that the respondent No.2 issued the cheque to the appellant which the appellant, admittedly, encashed. This fact has not been controverted by the appellant who did not enter the witness box to make a statement on oath denying the statement of defendant (respondent) No.2 that it was at his instance that respondent No.2 had advanced the amount of Rs. 7,000/- to the appellant by issuing a cheque on the account of defendant (respondent) No.1. Having not entered into the witness box and having not presented himself for cross-examination, an adverse presumption has to be drawn against him on the basis of principles contained in illustration (g) of Section 114 of the Evidence Act, 1872.*
>
> ***18.** As early as in 1927, the Privy Council in Sardar Gurbakhsh Singh v. Gurdial Singh and another, AIR 1927 Privy Council 230, took note of a practice prevalent in those days of not examining the parties as a witness in the case and leaving it to the other party to call that party so that the other party may be treated as the witness of the first party. Their Lordships of the Privy Council observed as under:-*

"Notice has frequently been taken by this Board of this style of procedure. It sometimes takes the form of a manoeuvre under which counsel does not call his own client, who is an essential witness, but endeavours to force the other party to call him, and so suffer the discomfiture of having him treated as his, the other party's, own witness. This is thought to be clever, but it is a bad and degrading practice. Lord Atkinson dealt with the subject in Lal Kunwar v. Chiranji Lal (1), calling it "a vicious practice, unworthy of a high-toned or reputable system of advocacy."

***29.** Applying the principles stated above to the instant case, it would be found that in the instant case also the appellant had abstained from the witness box and had not made any statement on oath in support of his pleading set out in the written statement. An adverse inference has, therefore, to be drawn against him. Since it was specifically stated by respondent No.2 in his statement on oath that it was at the instance of the appellant that he had issued the cheque on the account of respondent No.1 in the Central Bank of India Ltd., Sambalpur Branch, and the appellant, admittedly, had encashed that cheque, an inference has to be drawn against the appellant that what he stated in the written statement was not correct. In these circumstances, the High Court was fully justified in decreeing the suit of respondent No.1 in its entirety and passing a decree against the appellant also."*

59. The ruling Raj Kumar Saraf v. Vaidya Nandram Gigraj Chamaria (supra) relied upon by the Ld. Counsel for the defendants deals with Section 50 Copyright Act for rectifying the Register of Copyright and prior user claim of art work by the appellant. However, the case in hand neither pertains for rectifying the Register of Copyright nor the defendants are claiming prior user of registered artistic work of the plaintiff.

60. Ld. Counsel for the defendants has argued that PW1 is not havnig personal knowledge of the suit and infact he was also not authorized to depose on behalf of the plaintiff. On the other hand, Ld. Counsel for the plaintiff stated that PW1 has been duly authorized vide Power of Attorney Ex.PW1/20 to depose on behalf of the plaintiff and he has personal knowledge of the facts of the case based on the documents of the plaintiff. Before coming to the conclusion whether PW1 has been duly authorized vide Power of Attorney Ex.PW1/20 to depose before the court, it is necessary first to see how the present suit was filed initially.

61. Perusal of record reveals that vide Board Resolutioin dated 21.09.2021 Ex.PW1/24, the plainitff company authorized Mr. Kazuki Yao, Managing Director and Mr. Dinesh Kumar Aggarwal, Joint Managing Director inter alia to sign, verify and file complaints, suits, review, revisions, civil appeals etc. and to lead evidence, and they have also been authorized to delegate the same authority to any other person. Mr. Dinesh Kumar Aggarwal, Joint Managing Director of the plaintiff company delegated the authority to Sh. Arjun Bansal vide Power of Attorney dated 30.03.2022 Mark A. Sh. Arjun Bansal has also been authorized to delegate his power/authority to any other person. The instant suit has been filed by Sh. Arjun Bansal. Thus, the suit has been filed by duly authorized person.

62. Further, vide Board Resolution dated 13.12.2022 Ex.PW1/22, the plaintiff company authorized Mr. Yoshiyuki Kato, Managing Director and Mr. Toshinobu Kawasaki, Joint Managing Director inter alia to sign, verify and file complaints, suits, review, revisions, civil appeals etc. and to lead evidence. They have also been authorized to delegate the same authority to any other person. Mr. Yoshiyuki Kato delegated said authority in favour of Mr. Kumar Anjani vide Special Power of Attorney dated 21.09.2023 Ex.PW1/21 to do all such acts which he was authorized by the plaintiff company vide Board Resolution dated 13.12.2022 Ex.PW1/22. Thereafter, Mr. Kumar Anjani further delegated said authority vide Power of Attorney Ex.PW1/20 in favour of Mr. Ritesh Singh, PW1, and on the basis of Ex.PW1/20 Sh. Ritesh Singh tendered his evidence by way of affidavit Ex.PW1/A. Thus, Ritesh Singh, PW1 has been duly authorized to give evidence in the instant suit on behalf of the plaintiff. In respect of his personal knowledge of the facts of the case, PW1 deposed as under:-

> *"Q.3 As you have joined said plaintiff organization in the month of December how are you personally aware, infringement or passing off the plaintiff trade mark/copyright?*
> *Ans. My role and responsibilities in this organization is to protect the infringement and passing off of the plaintiff company's brands from counterfeiters in Pan India. I am saying that about this defendants no. 1 and 4, my knowledge not only on the basis of facts and records available in the company data basis but also few of different raid actions related to different suits against the these defendants. I personally participated/ monitored. These defendants are regular counterfeiters.*

Q4. Is it true/correct that you have not filed plaint, documents, Affidavit and participated any raids in the present case?
Ans. Yes, I have not filed the plaint and documents but I had filed my evidence affidavit, the other documents filed by my predecessor of the plaintiff company, the same is the legal corporate structure of the any company.
Q5. Have you filed the legal corporate structure and its working of the plaintiff company in the present suit?
Ans. This is universal practice of any corporate entity, when one authorized person of the company, who is authorized by channel of board meetings (passing of board resolution, authorized power of attorney, authority letter, and leaves the organization) the same is issued against new individual who joined the organization for the same role and responsibilities."

63. Thus, the contention of the Ld. Counsel for the defendant that PW1 has no personal knowledge of the suit has no substance. The ruling Janki Vashdeo Bhojwani & Anr. Vs. Indusind Bank Ltd. & Ors. (supra) relied upon by the Ld. Counsel for the defendants is also not to any help to the defendants because as discussed above PW1 has personal knowledge of the case and on the basis of same he has deposed before the court.

64. The ruiling State Bank of Tranvancore Vs. Kingston Computers (supra) relied upon by the Ld. Counsel for defendants is not to any help to the defendants because in the said ruling the respondent/plaintiff had not produced any evidence to prove that Sh. Ashok Kumar Shukla, who filed the said suit, was appointed as a Director of the Company and a resolution was passed by the Board of Directors to file the suit against the appellant / defenant and authorized Ashok Kumar Shukla to do so. Ashok

Kumar Shukla was merely authorized by Raj Kumar Shukla who was a CEO of the plaintiff company. The Hon'ble Supreme Court held such an authority was mere a scrap of paper because no board resolution was passed in favourt of Raj Kumar Shukla. However, in the case in hand as disccussed above the suit was filed by duly authorized person on the basis of board resolution Ex.PW1/24.

65. Ld. Counsel for the defendants has argued that the plaintiff has not tendered the Legal Proceedings Certificate (LPC) before the Hon'ble Court, therefore, the same cannot be read and must be discarded. On the other hand, the Ld. Counsel for the plaintiff countered the arguments of the Ld. Counsel for the defendants by stating that the plaintiff has exhibited the status of various registration and trade-mark registration certificates in class 9 and 11 of the plaintiff and the plaintiff has also exhibited Legal Proceedings Certificate (LPC) in class 9 and 11 as Ex. PW1/8. However, Ex.PW1/8 are the receipts of the application filed by the plaintiff for Legal Proceedings Certificate.

66. Ld. counsel for the defendants has relied upon ***Amrish Agarwal vs. Veenus Home Appliances Pvt. Ltd. (Supra)***, wherein Hon'ble Delhi High Court has held in Para 7 as under:-

> *"7. It is further directed that in trade mark infringement matters the following documents ought to be necessarily filed along with the plaint:*

i. Legal Proceedings certificate (LPC) of the trade mark showing the mark, date of application, date of user claimed, conditions and disclaimers if any, assignments and licences granted, renewals etc.,

ii. If the LPC is not available, at the time of filing of the suit and urgent orders of injunction are being sought, a copy of the trade mark registration certificate, copy of the trade mark journal along with the latest status report from the website of the Trade Mark Registry. This should be accompanied by an averment in the pleadings that LPC is applied for. Specific averment ought to be made that there are no disclaimers imposed on the mark and the mark stands renewed. Any licences and assignments ought to be pleaded;

iii. Usually, at the time of admission/denial, parties ought not to be permitted to deny the factum of registration and other facts accompanying the registration as the same are easily verifiable from public record online;

iv. In the case of (ii), the party ought to file the LPC prior to the commencement of the trial, if any aspect of the trade mark registration is being disputed by the opposite side;"

67. In ***Mann Pharmaceuticals Ltd. Vs. Mindwave Healthcare Pvt. Ltd. in FAO (COMM) 78/2022***, the Hon'ble High Court of Delhi has observed in para no.34, 38 and 39 as under:-

*"**34.** The contention of the learned counsel for MAAN with regard to non-filing of the Legal Proceedings Certificate, has been rightly dealt with by the learned Trial Court. The said plea has been taken on the strength of the decision passed by a Single Bench of this Court in the case of Amrish Aggarwal v. M/s Venus Home Appliances Pvt. Ltd. (supra). In the said case, this Court had passed certain directions in order to deter frivolous litigations and for the purpose that the time of the courts is not wasted due to non-filing of relevant documents. It was felt that a Legal Proceedings Certificate is an important document, which should be placed before the Court at the time of deciding*

preliminary applications. It is to be noted that there is no such requirement in the statute that a suit for infringement will not be entertained, if not accompanied by a Legal Proceedings Certificate.

38. *Though a Legal Proceedings Certificate is an important document, which should be placed before the court at the time of deciding preliminary applications, the same, however, will not take away the statutory right of a plaintiff to seek injunction, which it is otherwise entitled to.*

39. *In our opinion, mere non-filing of such a document is not a concealment of such material nature so as to disentitle the plaintiff to file a suit seeking an injunction, wherein it apprehends infringement. Moreover, no prejudice is caused to MAAN because of non-filing of the said document."*

68. In the case in hand, the defendants have not disputed the registration of trademarks/labels of the plaintiff. The defendants have merely denied the same in a very casual manner in their respective written statements. Therefore, considering the facts and circumstances of the case and while relying upon M/s Maan Pharmaceuticals Ltd. (supra), the submission of the Ld. counsel for the defendant that non-filing of LPC is fatal to the case of the plaintiff has no substance.

69. Further, there is no legal substance in the contention of the Ld. Counsel for the defendants that the plaintiff has failed to place the averments of the publication in the plaint or even able to produce a single witness to demonstrate the factum of publication of copyright by the defendants, in compliance of Section 3 of the Copyright Act. Section 3 of the Copyright Act mainly explains the meaning of publication i.e. how a work can be published

to the public by an author, and not by the infringer of a copyright. There is substance in the arguments of Ld. counsel for plaintiff that the copyright registration is not mandatory under the Copyright Act for infringement action.

70. The further contention of the Ld. Counsel for the defendants that as the plaintiff has not tendered the Certificate u/s 63 of BSA, 2023, in evidence therefore the electronic documents cannot be read in evidence, has also no legal substance. Order XI Rule 6 of The Commercial Courts Act provides that furnishing of printouts of electronic record shall be sufficient compliance of the provisions. The plaintiff has filed an affidavit in compliance of Order XI Rule 6 of the Commercial Courts Act along with the plaint furnishing printouts of electronic record and the same were also exhibited as Ex.PW1/1 to Ex.PW1/14 during the evidence of PW1. Therefore, non tendering of certificate U/s 63 of BSA in evidence does not make the document Ex.PW1/1 to Ex.PW1/14 unreliable. It is also important to mention here that defendant no.1 has filed his affidavit of admission/denial of documents in which he has merely stated in respect of most of the documents of the plaintiff "matter of record for want of knowledge".

71. The ruling Pune Bar Assn. Vs. Union of India (supra) relied upon by Ld. counsel for defendant, does not deal with commercial suit, therefore, not applicable to the facts of the case in hand.

72. Ld. counsel for defendant has argued that several documents, particularly, Analysis-cum-Authentication Report Ex.PW1/16, were tendered by PW1 without any authority and the author of the documents have never stepped inside the witness box, therefore, such documents not proved. As discussed above the PW1 has personal knowledge of the facts of the case and also the documents relied upon by the plaintiff. PW1 has replied to the specific query in respect of Ex.PW1/16 as under:-

> *"Ques. 18. Please refer to Ex PW1/16-Have you placed on record the detailed study including the samples used for the said Authentication-cum-analysis Report?*
> *Ans. The Authentication-cum-analysis Report which is already placed on record describes all precautionary differentiation points as well as symbols for counterfeiters' substandard products."*

73. In view of the above discussions the plaintiff had succeeded to prove that the defendant no.1 and 4 have infringed the copyright work of the plaintiff. Hence this issue is decided accordingly in favour of plaintiff and against the defendant no.1 and 4.

ISSUE NO.2

(ii) Whether the plaintiff is entitled for an order for rendition of accounts of profits earned by the defendants by their impugned trade activities and a decree for the amount so found in favour of the plaintiff on such rendition of accounts?OPP

ISSUE NO.3

(iii) Whether the plaintiff is entitled for a decree of grant of damages to the tune of Rs.3,10,000/- from the defendants?OPP

74. The burden to prove both these issues was on the plaintiff. PW1 stated that due to defendant's impugned

activities, the plaintiff is suffering huge losses both in business and in reputation. PW1 further stated that plaitniff has no access to the defendants' accounts and the defendants are liable to render their accounts to the plaintiff and to make good to the plaintiff with the profits and business earned by them. PW1 further stated that without prejudice to rendition of accounts and in alternative thereto, the defendants are jointly and severally liable to pay damages to the plaintiff, which the plaintiff conservatively and in a restricted manner claims to the tune of Rs.3,10,000/- even though the plaintiff is entitled much more.

75. PW1 deposed in his cross-examination that the damages pleaded by Plaintiff in the plaint depends on the expected seizure at the time of raid action considering also various factors such as pecuniary jurisdiction of the court which is a minimum value.

76. From the testimony of PW1, it is clear that the plaintiff is seeking the damages in alternative to the relief of rendition of accounts. From the material on record it is established that the plaintiff is a reputed company having goodwill and reputation in the market. The plaintiff has sought damages in the sum of Rs.3,10,000/-. Considering the quantity of packaging material/label recovered from the defendant no.1 and 4 the plaintiff is entitled for damages in sum of Rs.3,10,000/-. These issues are decided accordingly.

Relief:-

77. In view of my findings on the issue no.1 and 3, the plaintiff is entitled for a decree of permanent injunction and damages in sum of Rs.3,10,000/- against defendant no.1 and 4. Accordingly, the defendant no.1 and 4, their associates and agents, directors, officers, employees, distributors, franchisee, representatives, assignees and anyone acting from or on their behalf are restrained from infringing plaintiff's copyright in its "ANCHOR ⚓" trademark/label. Further, defendant no.1 and 4 are directed to give jointly and/or severally damages in sum of Rs.3,10,000/- to the plaintiff along with simple interest @ 9 % per annum from the date of e-filing of the suit i.e. 04.08.2022 till realization of the decreetal amount.

78. Cost of the suit is also awarded to the plaintiff. Decree sheet be prepared accordingly.

79. File be consigned to record room.

Announced in the open Court
on this 23rd Day of September, 2026

Pritam Singh
Digitally signed by Pritam Singh
Date: 2026.09.23 16:47:31 +0530

PRITAM SINGH
District Judge (Commercial Court)-01
Shahdara Distt, KKD, Delhi