
(2016) 11 DEL CK 0115
In the Delhi High Court
Case No : CS(COMM) 599 of 2016

Honeywell International Inc	Vs	APPELLANT
Harish Kantilal Bhogi		RESPONDENT

Date of Decision : 04-11-2016

Acts Referred:

Trade Marks Act, 1999 — Section 29

Citation : (2017) 161 DRJ 71

Hon'ble Judges : G.S. Sistani, J.

Bench : Single Bench

Advocate : Mr. Vikas Nagwan and Ms. Manvi Rajvanshi, Advocates, for the Defendants; Mr. Siddhant, Advocate, for the Plaintiff

Final Decision : Disposed Off

Judgement

G.S. Sistani, J. (Oral) - Plaintiff has filed the present suit for permanent injunction restraining infringement of trademark passing off, unfair competition, rendition of accounts, dilution, delivery up, damages, etc.

2. The plaintiff is the registered proprietor of the trademark, "Honeywell", which was first adopted by the plaintiff in the year 1906. The trademark of the plaintiff, Honeywell, is an arbitrary mark, without any meaning in common parlance nor any meaning specific to the trade, except denoting the plaintiff's goods and services.

3. It is the case of the plaintiff that consumers across the world associate the trademark, Honeywell, exclusively with the plaintiff. The plaint details the worldwide use and promotion of the trademark "Honeywell" by the plaintiff and the extent of its business. The plaintiff has also extracted details with regard to the awards conferred on the plaintiff and the amount spent by the plaintiff on advertisement/promotion of its business to show that the mark of the plaintiff is a well-known mark.

4. The present suit was filed by the plaintiff after it learnt that the defendant was

intending to infringe the trademark of the plaintiff by using an identical trademark Honeywell.

5. While issuing summons/notice in the suit/application on 16.10.2015, this Court had passed ex parte ad interim injunction in favour of the plaintiff and against the defendants. Counsel for the defendants had entered appearance on 18.3.2016.

6. Today, learned counsel for the defendants, on instructions, submits that the defendants have already addressed an email to the plaintiff communicating that they do not intend to use the trademark, Honeywell, which is a registered trademark of the plaintiff and the defendants are willing to relinquish their right in the trademark applied for in Class 21 in favour of the plaintiff, provided the plaintiff gives up its relief of damages and rendition of accounts. Counsel for the defendants also submits that no product/material with the trademark, Honeywell, was produced by the defendants nor any stationery item, boxes, etc. were used and in case any material is available with the mark, Honeywell, the same shall be destroyed within two weeks from today.

7. Accordingly, as prayed, present suit stands decreed in terms of para 43(i) of the plaint and the submission made by counsel for the defendants in Court today. Plaintiff gives up its relief of damages and rendition of accounts. Defendants shall be bound by the statement made by the counsel in Court today. Let a decree sheet be drawn up accordingly.

8. Since the matter has been resolved through mediation of the Court, the plaintiff shall be entitled to refund of Court fee. Let an appropriate certificate be issued to the plaintiff.

I.A. 22071/2015 (O XXXIX R 1 & 2 CPC)

9. Interim order dated 16.10.2015 stands confirmed.

10. Application stands disposed of.