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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **CS(COMM) 510/2021****VIVO MOBILE COMMUNICATION CO LTD.Plaintiff**

Through: Mr. Anirudh Bakhru, Mr. Naqeeb Nawab, Ms. Gunjan Paharia, Ms. Sejal Tayal, Ms. Apurva Bhutani, Ms. Neeharika Chauhan, Mr. Ashutosh Ranga, and Ms. Vijay L. Rathi, Advocates.

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versus

**MR JITENDRA KUMAR TIWARI TRADING AS MAA
VAISHNAVI CHEMICALS**

....Defendant

Through: None.

CORAM:**HON'BLE MS. JUSTICE MINI PUSHKARNA****J U D G M E N T****29.08.2024**

1. The present suit has been filed for declaration, permanent injunction restraining infringement of trademarks and copyright as well as passing off, delivery up, damages and rendition of accounts.

2. The plaintiff conducts and operates its mobile phone business on worldwide basis, under its distinctive trademarks 'VIVO' and VIVO


formative marks, *inter alia* ^{VIVO},

3. The issue and controversy in the present suit relates to adoption



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and/or use of the marks 'VIVO' and , represented as



by the defendant. The suit was filed on the ground that the defendant had not only copied the identical word element 'VIVO', but had also copied the identical and/or deceptively similar font, colour, manner of writing, stylization, get up, etc.

4. In the first week of April, 2021, the plaintiff learned about the trademark application, filed on a '*proposed to be used*' basis, bearing no.



4755554 for the mark  in Class - 01, filed in the name of the defendant. The plaintiff sent a Cease and Desist letter dated 07th April, 2021, which was duly delivered on the defendant's address, as well as on the address of the defendant's agent, mentioned in the trademark application.

5. In the third week of August, 2021, the plaintiff was informed about the availability of adhesive in the local markets of Delhi under the mark



'VIVO +Plus Adhesive'/. Despite many opportunities given



by the plaintiff to settle the matter, the defendant did not reply to plaintiff's letter and was found to be supplying its products bearing the impugned marks, surreptitiously and clandestinely. Thus, the present suit has been filed.

6. The present suit was listed for hearing for the first time on 12th October, 2021, when summons in the main suit and notice in the application for interim injunction, were issued to the defendant. The plaintiff established a *prima facie* case of infringement and passing off, and accordingly, an *ad-interim ex-parte* injunction was issued in favour of the plaintiff and against the defendant, thereby restraining the defendant from using the plaintiff's mark 'VIVO' or any other deceptively similar mark, logo or device, amounting to passing off of plaintiff's mark 'VIVO'.

7. Local Commissioner was appointed and execution of the Local Commission took place on 14th October, 2021.

8. None appeared on behalf of the defendant, despite service and the defendant was proceeded *ex-parte* on 22nd March, 2022. This Court further noted that the mark 'VIVO' and its various formative marks are registered in favour of the plaintiff. It was held that due to the extensive use of the said mark, the adoption and use of 'VIVO' or 'VIVO Plus', especially in the same logo form, would lead to confusion and deception. It would also result in dilution of the 'VIVO' mark. Accordingly, vide order dated 22nd March, 2022, the interim order passed on 12th October, 2021, was confirmed during the pendency of the suit.

9. Since the plaintiff also sought a decree of declaration that the plaintiff's 'VIVO' marks be declared as well-known trademarks in India, liberty was granted to the plaintiff to lead *ex-parte* evidence in this regard.



Accordingly, the plaintiff led *ex-parte* evidence and examined one witness, as PW-1.

10. On behalf of the plaintiff, following submissions have been made:

10.1 The plaintiff, through its predecessor, adopted the distinctive and unique word trademark 'VIVO' in respect of mobile phones, in the year 2011. The plaintiff has various registrations in India, details of which have been given in the plaint and documents with regard thereto, have been filed.

10.2 The plaintiff has generated enormous revenues in relation to its products and/or services, which is amply evidenced from the fact that VIVO India's revenue crossed Rupees Ten Thousand Crores in just four years of its incorporation in India.

10.3 The plaintiff has invested significant amount of time, money and resources in promoting and advertising its 'VIVO' marks. The plaintiff has also been regularly sponsoring various national and international sports, games and events.

10.4 Plaintiff has an extensive and significant presence on the internet, and is the owner of the domain name, www.vivo.com, which is valid and subsisting as of date.

10.5 Plaintiff has presence of exclusive stores on a pan India basis, whose number as of now is over 550.

10.6 The plaintiff's VIVO marks are registered in India and various other countries around the world. Under these circumstances, the very adoption of this mark or any similar mark by any third party, would trade upon and benefit from the enormous goodwill and reputation enjoyed by the plaintiff.

10.7 The plaintiff has zealously guarded its intellectual property rights in all its trademarks, and has consistently and successfully stopped third parties



around the world from using the marks, which are identical and/or similar to its marks.

10.8 The adoption and use of the impugned marks by the defendant in respect of its goods, constitute infringement, passing off, dilution of the plaintiff's marks, and also amount to unfair trade practice.


10.9 The impugned marks of the defendant are identical and/or so deceptively similar that the use of the impugned marks represents an intended misrepresentation of its products, as those of the plaintiff. The subsequent adoption/use of the impugned marks by the defendant is a clear attempt to pass off its offending goods and/or business, as that of the plaintiff. The impugned marks are in clear violation of the plaintiff's rights in its registered 'VIVO' marks. Thus, decree of permanent injunction against the defendant is prayed for.

10.10 The use, and reproduction of any marks of the plaintiff, will constitute infringement of its trademarks, and copyright. The plaintiff has acquired immense goodwill and reputation for the use of its marks throughout India and internationally as well. Thus, on account of long, extensive and uninterrupted use of its distinctive marks, the same satisfy the requirement for declaration as a well-known mark.

11. I have heard learned counsel for the plaintiff and perused the record.

12. The documents on record manifest that the plaintiff conducts and operates its mobile phone business on worldwide basis under its distinctive trademarks 'VIVO' and VIVO formative marks. The plaintiff adopted the said trademark in respect of mobile phones in the year 2011. The plaintiff has acquired various trademark registrations, details of which, as given in the plaint, are as under:




S. No.	Trade Mark	Reg. No.	CI	Appl. Date
1.	vivo	2546100	9	10/06/2013
2.	vivo Y22	2918566	9	09/03/2015
3.	vivo Y28	2918567	9	09/03/2015
4.	vivo Y15	2918568	9	09/03/2015
5.	vivo X3S	2918569	9	09/03/2015
6.	vivo Y11	2960514	9	08/05/2015
7.	vivo V1Max	3049531	9	04/09/2015
8.	vivo V1	3049532	9	04/09/2015
9.	Vivo V3	3238608	9	20/04/2016
10.	Vivo V3Max	3238615	9	20/04/2016
11.	VIVONEX	3840102	9	22/05/2018
12.	VIVO	4073406	9	31/01/2019
13.	vivo V17	4138770	9	05/04/2019
14.	vivo V19	4138771	9	05/04/2019
15.	vivo V15	4138772	9	05/04/2019
16.	vivo V15 Pro	4138773	9	05/04/2019
17.	Vivo V9	4209931	9	18/06/2019
18.	vivoX	4217827	9	26/06/2019
19.	 vivo ^{SUPER} FlashCharge	4319860	9	14/10/2019
20.	vivo	4344062	9	11/11/2019
21.	Vivo Process Guardian	4411484	9	17/01/2020
22.	Vivo TWS	4444785	9	17/02/2020




23.	Vivo HiFi	4444788	9	17/02/2020
24.	Vivo Watch	4445715	9	18/02/2020
25.	वीवो	4475329	9	17/03/2020
26.	Vivo NEX	4487321	9	14/04/2020
27.	Vivo Care	4487480	9	14/04/2020
28.	Vivo Select	4487481	9	14/04/2020
29.	Vivo Pay	4489940	9	22/04/2020
30.	Vivo Wallet	4489941	9	22/04/2020

31.	Vivo EasyShare	4489942	9	22/04/2020
32.	vivo Cloud	4489943	9	22/04/2020
33.	Vivo Store	4489944	9	22/04/2020
34.	vivo Watch	4445716	14	18/02/2020
35.	vivo Hi-Fi & Smart	3238593	16	19/04/2016
36.	VIVO Hi-Fi Box	3238597	16	19/04/2016
37.	VIVO V3	3238609	16	20/04/2016
38.	VIVO V3Max	3238616	16	20/04/2016
39.	vivo	2786979	35	05/08/2014
40.	vivo Hi-Fi & Smart	3238594	35	19/04/2016
41.	VIVO Hi-Fi Box	3238598	35	19/04/2016
42.	VIVO V3	3238610	35	20/04/2016
43.	Vivo V3Max	3238617	35	20/04/2016



44.	Vivo Select	4487479	35	14/04/2020
45.	Vivo Store	4489960	35	22/04/2020
46.	VIVOPAY	3451962	36	06/01/2017
47.	vivo	3451963	36	06/01/2017
48.	Vivo Pay	4489946	36	22/04/2020
49.	Vivo Wallet	4489958	36	22/04/2020
50.	vivo	3252109	37	05/05/2016
51.		4487180	37	13/04/2020

52.		4487205	37	13/04/2020
53.	Vivo Care	4487482	37	14/04/2020
54.	vivo	2786980	38	05/08/2014
55.	VIVO V3	3238611	38	20/04/2016
56.	VIVO V3Max	3238618	38	20/04/2016
57.	Vivo V3	3238612	41	20/04/2016
58.	Vivo V3Max	3238619	41	20/04/2016
59.	vivo	2786981	42	05/08/2014
60.	Vivo V3	3238614	42	20/04/2016
61.	VIVO V3Max	3238620	42	20/04/2016
62.	vivo Process Guardian	4411483	42	17/01/2020
63.	VEG vivo Energy Guardian	4570666	42	15/07/2020

13. Besides registrations in India, the plaintiff has obtained registration of its 'VIVO' marks in various jurisdictions around the world, including, China, Myanmar, Philippines, Thailand, Indonesia, Singapore, New Zealand, Malaysia, Japan, Russia, Yemen, etc.

14. Further, it is to be noted that the plaintiff is the owner of the copyright



for the artistic layout, getup and design of its VIVO stylized logo, *inter alia*



. Thus, being the owner of the copyright, the plaintiff has the exclusive right to reproduction, communication, adaptation, translation and distribution of the said copyright.

15. The plaintiff has been using its 'VIVO' marks continuously, extensively and uninterruptedly in respect of its products and/or related services.

16. From the documents and evidence on record, it is manifest that the defendant has brazenly copied the 'VIVO' mark of the plaintiff. The table showing the comparison of the plaintiff's trademark and the defendant's impugned mark, is reproduced as under:

Plaintiff's famous trademark	Defendant's impugned marks
VIVO	VIVO
	
	

17. Perusal of the aforesaid comparison table clearly shows that the word element of the impugned label, i.e., 'VIVO', adopted by the defendant is identical and/or deceptively similar to the plaintiff's prior trademark 'VIVO'. The font and stylization, including the diamond shaped dot above the letter 'i' of the impugned mark, is identical to the plaintiff's 'VIVO' marks. Further, the colour combination is identical and/or deceptively



similar, as both the rival marks are being represented in a shade of blue. The term '+PLUS' used by the defendant, has no trademark significance and does not make defendant's mark distinct in any manner.

18. The use of the identical and/or deceptively similar impugned marks by the defendant clearly amounts to infringement and passing off, of the plaintiff's statutory and common law rights. There is no justifiable explanation as to how the defendant came to adopt the same mark. The impugned marks are identical and/or deceptively similar in every aspect and to such a degree, that the adoption and/or use of the impugned marks by the defendant, is likely to cause confusion and deception in the minds of the consumers and general public. Such customers are likely to be misled into assuming that the goods of the defendant, under the impugned marks, originate from the plaintiff, or in some way endorsed or connected with the plaintiff, when no such connection exists.

19. Holding that while deciding the question of infringement, it is not mere comparison of dissimilarities in the two marks, but the consideration of the overall impression of the mark in the minds of general public that has to be seen, the Division Bench of this Court in the case of *Himalaya Drug Company Versus S.B.L. Limited, 2012 SCC OnLine Del 5701*, has held as follows:

“xxx xxx xxx

44. The courts have propounded the doctrine of prominent and essential feature of the trade mark for the purposes of adjudication of the disputes relating to infringement of trade mark. While deciding the question of infringement, the court has to see the prominent or the dominant feature of the trade mark. Even the learned single judge agrees to this proposition when the learned judge quotes McCarthy on Trade Marks that all composite marks are to be compared as whole. However, it is dependent on case to case to basis



as a matter of jury question as to what can be the possible broad and essential feature of the trade mark in question.

45. It is settled law that where the defendant's mark contains the essential feature of the plaintiff's mark combined with other matter, the correct approach for the court is to identify an essential feature depending particularly "on the court's own judgment and burden of the evidence that is placed before the Court". **In order to come to the conclusion whether one mark is deceptively similar to another, the broad and essential features of the two are to be considered.** They should not be placed side by side to find out if there are differences, rather overall similarity has to be judged. **While judging the question as to whether the defendant has infringed the trade mark or not, the court has to consider the overall impression of the mark in the minds of general public and not by merely comparing the dissimilarities in the two marks.**

46. **The ascertainment of an essential feature is not to be by ocular test alone but if a word forming part of the mark has come in trade to be used to identify the goods of the owner of the trade mark, it is an infringement of the mark itself to use that word as the mark or part of the mark of another trader for which confusion is likely to result.** The likelihood of confusion or deception in such cases is not disproved by placing the two marks side by side and demonstrating how small is the chance of error in any customer who places his order for goods with both the marks clearly before him, for orders are not placed, or are often not placed, under such conditions. It is more useful to observe that in most persons the eye is not an accurate recorder of visual detail and that marks are remembered rather by general impressions or by some significant detail than by any photographic recollection of the whole". In the decision reported as (1951) 68 RPC 103 at page 105, *De Cordova v. Vick Chemical Co.*, the plaintiffs were the proprietors of a label containing the words "Vick's VapoRub" as the essential feature, registered in Jamaica, and the defendants used a similar label with the words "Karsote Vapour Rub" as the essential feature, and it was shown that the expression "VapoRub" had become distinctive of the plaintiff's goods in Jamaica, an action for infringement was successful. (See *De Cordova v. Vick Chemical Co.* (supra), (1941) 58 RPC 147, *Saville Perfumery Ld. v. June Perfect Ld.*, (1972) 1 SCC 618 : AIR 1972 SC 1359 at 1362, *National Chemicals and Colour Co. v. Reckitt and Colman of India Limited* and AIR 1991 Bom 76, *National Chemicals and Colour Co. v. Reckitt and Colman of India Limited*).

xxx xxx xxx"

(Emphasis Supplied)



20. The adoption and use of the identical and/or deceptively similar impugned marks by the defendant, is clearly dishonest and mischievous. Such adoption of a prior mark by the defendant cannot be said to be *bonafide*, especially, in view of the dominant presence of the plaintiff's products with the said mark in the market. The use of the said prior coined mark of the plaintiff, by the defendant, constitutes an infringement of the plaintiff's rights in its 'VIVO' marks.

21. It is apparent that the plaintiff has, by way of extensive use and advertisement, created a niche for itself in the Indian market. The relevant section of the public is fully aware of the plaintiff and the goods/services provided by the plaintiff under its 'VIVO' marks. Therefore, any mark which contains the term 'VIVO' or any similar term thereof, would be solely associated with the plaintiff. The plaintiff is, accordingly, held entitled to a decree of permanent injunction.

22. As regards the claim of the plaintiff for declaration of its mark as a well known mark, it is to be noted that the plaintiff's growth, fame and popularity can be analysed from the fact that VIVO India's revenue crossed Rupees Ten Thousand Crores in just four years, as per the details given in the plaint and documents on record. The annual turnover of VIVO India for the past few years, is reproduced hereunder:

Financial Year	Revenue (in Rupees Crores)
2014-15	60.60
2015-16	935.97
2016-17	6,030.40
2017-18	11,154.37
2018-19	17,201.78
2019-20	25,060.99
2020-21	24,724.95 (<i>Unaudited</i>)



23. The plaintiff has been regularly and continuously promoting its VIVO marks through extensive advertisements, publicity, promotion and market research. The table showing the marketing and promotion expenses incurred by the plaintiff for the last few years, is reproduced hereunder:

Financial Year	Marketing and Promotion expenses (in Rupees Crores)
2014-15	37.77
2015-16	84.55
2016-17	542.50
2017-18	962.30
2018-19	1,284.36
2019-20	1,133.72
2020-21*	401.61

24. The documents and evidence on record show that the plaintiff has 550 exclusive stores in India and that the plaintiff has utilized all modes of advertisements, i.e., print, audio, visual, online, etc. in many languages to reach out to the masses, pan India.

25. This Court notes the submission of the plaintiff that it has set up five production hubs across Asia including India, with an annual production capacity of nearly two hundred million smart phones. The plaintiff has around seventy thousand retail outlets in India and an annual production capacity of thirty three million units.

26. The plaintiff has invested in extensive promotional activities, as evident from the documents and evidence on record. Details of some of the promotional activities of the plaintiff, are as follows:

I. VIVO was the official sponsor of the Cricket Indian Premier league



(“IPL”)

, Pro Kabaddi League (“PKL”)



FIFA World Cup

, Partnership with National Basketball

Association (“NBA”), PUBG Mobile Club, UEFA Euro 2020



and 2024 , and Kaun Banega Crorepati (“KBC”)



II. VIVO sponsored “Comedy Nights with Kapil” on Colors Channel



, MTV Roadies XIII on MTV Channel



and Contest on MTV BollyLand. VIVO partnered

with Colors Channel, as the presenting sponsor for BIGG BOSS 2019.

III. Massive advertisement Campaigns have been carried out through national and regional newspapers, such as, Dainik Savera, Business Standard, Hindustan Times, etc.

IV. VIVO's brand ambassadors in India are the popular actors/celebrities such as Virat Kohli, Aamir Khan, Kangana Ranaut, etc.



27. Submissions made in the plaint show that the plaintiff has adopted a unique and innovative marketing/promotional tool in the form of installation of VIVO HI-FI BOX at every stadium during IPL Matches, representative picture of which, as given in the plaint, is as follows:



28. The plaintiff has extensive presence over social networking websites, including Facebook, Instagram, Twitter, LinkedIn, YouTube, etc. Further, the plaintiff has an e-store on the internet and the customers can order the plaintiff's products through its website/e-store.

29. The various documents and evidence on record show long, extensive and continuous use of its mark by the plaintiff. The documents and evidence on record also demonstrate that the plaintiff has acquired enormous goodwill and reputation. The general public in India, as well as in other parts of the world, is well aware about the plaintiff and its 'VIVO' marks.

30. The plaintiff's brand ambassadors in India are various popular and famous actors/celebrities, who have boosted and popularised the brand value of the plaintiff. Besides, it is to be noted that 'VIVO' has acquired semi-naming rights for metro stations in Delhi, Mumbai and Gurugram. A large



number of public in India travels through the metro and thus, the popularity of the plaintiff's 'VIVO' marks, has clearly increased manifold.

31. It is evident from the documents and evidence on record that on account of the extensive presence of the plaintiff on social media platform, the plaintiff's 'VIVO' marks are popular, not only in India, but also abroad. It is palpable that the plaintiff's 'VIVO' marks enjoy tremendous goodwill and reputation in India, as well as worldwide.

32. The plaintiff has also zealously guarded its intellectual properties right and has successfully stopped third parties from using the marks, which are identical and/or similar to its 'VIVO' marks. Thus, this Court in case bearing no. *CS(COMM) 131/2019*, tilted as ***VIVO Mobile Communications Co. Ltd. versus Ms. Kanchan Shaw and Another***, has decreed the suit in favour of the plaintiff and restrained the concerned defendants from using

the marks  .

33. The documents on record show the various awards won by the plaintiff, details of which, are as follows:













- I. VIVO IPL 2019 - Brand of the year.
- II. VIVO IPL - Game Banayega Name – Best Campaign Sports.
- III. VIVO IPL - Game Banayega Name – Campaign of the Year.
- IV. The Best Innovation Award 2018.
- V. Best Selfie Phone of 2020.

34. The plaintiff has also successfully enforced its opposition to the various trademark applications, for marks which were similar/deceptively similar, to the registered trademark of the plaintiff. The table of successful



enforcement, as filed along with the plaint, is reproduced hereunder:



TABLE OF SUCCESSFUL ENFORCEMENT

S. No.	Trade Mark	Application No.	Class	Status
1.	VIVOX	3517240	09	Abandoned
2.	VIGOI	3204064	09	Abandoned
3.		2789564	09	Abandoned
4.		3374774	09	Abandoned
5.		3581182	09	Abandoned
6.		3099262	09	Abandoned
7.	VIGO	4097807	09	Abandoned
8.		3099261	14	Abandoned
9.	VIVO LINE	4034703	4	Abandoned
10.	VIVIO	2722706	18	Abandoned
11.	VIVIO	2722707	16	Abandoned
12.	VIVIO	2722695	30	Abandoned
13.	V PAY	2669640	36	Abandoned
14.		3542752	34	Abandoned
15.		2789583	34	Abandoned
16.		2789582	32	Abandoned
17.		2789581	31	Abandoned
18.		2789580	30	Abandoned
19.		2789579	29	Abandoned
20.		2789578	28	Abandoned



21.		2789577	27	Abandoned
22.		2789576	26	Abandoned
23.		2789575	25	Abandoned
24.		2789573	22	Abandoned
25.		2789570	19	Abandoned
26.		2789569	18	Abandoned
27.		2789567	15	Abandoned
28.		2789563	8	Abandoned
29.	VIVIO	2722712	8	Abandoned
30.		2789562	7	Abandoned
31.		2789561	4	Abandoned
32.	VIVA	2563163	12	Abandoned
33.		3154512	43	Abandoned
34.		1999673	11	Abandoned
35.	VIVOX	3517244	11	Abandoned
36.	VIVO	3268142	6	Abandoned
37.	VIVIO	2722708	15	Abandoned
38.	VIVIO	2722703	21	Abandoned
39.		1893552	20	Abandoned
40.	VIVOMAX	2599417	5	Abandoned
41.	VIVOS	2256589	35	Abandoned
42.	VIVIO	2722699	26	Abandoned
43.	VIVIO	2722713	7	Abandoned
44.	VIVIO	2722698	27	Abandoned



45.	WEVO	3312745	11	Abandoned
46.		4072056	11	Abandoned
47.		3377543	19	Abandoned

35. It is also to be noted that the trademark ‘VIVO’ has been declared as a well-known mark in China. The evidence on record also shows that the ‘VIVO’ marks are being used and published extensively throughout India as well as in over hundred countries around the world.

36. As regards factors in determining whether a mark is a well known mark, this Court in the case of *Tata Sons Ltd. Versus Manoj Dodia and Others, 2011 SCC OnLine Del 1520*, has held as follows:

“xxx xxx xxx

*13. Trademarks Act, 1999 does not specify the factors which the Court needs to consider while determining whether a mark is a well known mark or not, though it does contain factors which the Registrar has to consider whether a trademark is a well known mark or not. **In determining whether a trademark is a well known mark or not, the Court needs to consider a number of factors including (i) the extent of knowledge of the mark to, and its recognition by the relevant public; (ii) the duration of the use of the mark; (iii) the extent of the products and services in relation to which the mark is being used; (iv) the method, frequency, extent and duration of advertising and promotion of the mark; (v) the geographical extent of the trading area in which the mark is used; (vi) the state of registration of the mark; (vii) the volume of business of the goods or services sold under that mark; (viii) the nature and extent of the use of same or similar mark by other parties; (ix) the extent to which the rights claimed in the mark have been successfully enforced, particularly before the Courts of law and trademark registry and (x) actual or potential number of persons consuming goods or availing services being sold under that brand. A trademark being well known in one country is not necessarily determinative of its being well known and***



famous in other countries, the controlling requirement being the reputation in the local jurisdiction.

xxx xxx xxx”

(Emphasis Supplied)

37. Considering the aforesaid detailed discussion, it is held that the plaintiff’s mark is entitled to a declaration as a well-known mark.

38. Learned counsel appearing for the plaintiff has pressed for costs. The plaintiff has incurred costs towards litigation expenses, including, Court fees and Local Commissioner. The actual cost of litigation claimed by the plaintiff is Rs. 11,02,460/-, which includes Court fees of Rs. 2,01,000/- and Local Commissioner’s fee of Rs. 1,00,000/-.

39. It is to be noted that despite service of summons/notice, the defendant has chosen not to appear and has been proceeded *ex-parte*. Therefore, the plaintiff is entitled to costs.

40. Accordingly, the following directions are passed:

I. A decree of permanent injunction is passed in favour of the plaintiff and against the defendant in terms of prayer 72 (a) to (d) of the plaint.

II. A decree of declaration is passed in favour of the plaintiff declaring

the plaintiff’s ‘VIVO’ marks, i.e., , as a ‘well-known’ trademark in India, within the meaning of Section 2(z)(b) of the Trademarks Act, 1999.

III. Costs of Rs. 3,01,000/-, is awarded in favour of the plaintiff.

41. Decree sheet be drawn up.

42. The Registry is directed to supply a copy of the present order to the Office of the Controller General of Patents, Designs and Trade Marks of



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India, on E-mail Id: llc-ipo@gov.in, for information.

43. The suit is disposed of, along with the pending applications.

MINI PUSHKARNA, J

AUGUST 29, 2024

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