

Form  
No.9  
(Civil)  
Title  
Sheet  
for  
Judgmen

**IN THE COURT OF THE XVIII ADDITIONAL CITY CIVIL JUDGE  
AT BANGALORE CITY**

**PRESENT: SRI PADMA PRASAD**

**B.A.(Law) LL.B.,  
XVIII Additional City Civil Judge.**

**Dated this the 13<sup>th</sup> day of September 2022**

**ORIGINAL SUIT NO. 3588/2021**

**PLAINTIFFS: 1. Dipali Sikand,**

2. Lesconcierges Services Private Limited, A Company incorporated under provisions of the Companies Act, 1956, Having its registered office at No.83, 3<sup>rd</sup> Floor, 7<sup>th</sup> Cross, 4<sup>th</sup> B Block, Koramangala, Bengaluru-560 034  
Represented by its authorized signatory Mr. Srikanth D.S.
3. Club Concierge Services (India) Private Limited, A company incorporated under provisions of the Companies Act, 1956. Having its registered office at No.83, 7<sup>th</sup> Cross, 4<sup>th</sup> 'B' Block, Koramangala, Bengaluru-560 034.  
Represented by its authorized signatory Ms. Nisha Verma.

[By Sri Chintan Chinnappa, Advocate]

**/v e r s u s/**

- DEFENDANTS:**
1. Samsung India Electronic Private Limited, A company incorporated under provisions of the Companies Act, 1956, No.719, Srikanta Maple Mig, A sector, Petrol Bunk Road, Yelahanka New Town, Bengaluru-560 064.
  2. Story Experiences private Limited, A company incorporated under provisions of the Companies Act, 2013, Having its registered office at: No. a-5, 2<sup>nd</sup> floor, Naraina Industrial Area, Phase-1, New Delhi -110 028.

[By Sri S.A., Advocate]

## **ORDERS ON IA 2 AND 4**

IA No.2 and 4 are filed by the plaintiffs to restrain the defendants or anybody claiming under them from directly or indirectly infringing or passing off the plaintiffs' mark 'CONCIERGE' belonged to the plaintiff till the disposal of the suit.

2. IA No.2 is supported by the affidavit of plaintiff no.1 wherein it is stated that the plaint is part and parcel of affidavit. The case made out the plaintiff no.1 in her affidavit as well as plaint in nutshell is that, the plaintiff no.1 is the initiator and

the first person to introduce 'CONCIERGE' services in India and instrumental in implementing the programs for a variety of well-known brands and her primary goal was focused on providing range/bundle of services for her clients in a way that would ensure a better work life balance for the employees of her clients. Accordingly, she founded the proprietary concern in the year 1998 onwards and she has founded plaintiff no.2 company in the year 2002 and plaintiff no.3 company in the year 2008. The plaintiff also claims that the plaintiff no.2 is one of the largest 'CONCIERGE' service provider in Asia that had services over 400 clients providing on site work focused 'CONCIERGE' services to over 1 million end customers at over 10 global cities. The plaintiff claims that 'CONCIERGE' services implies the service of employees in an office building with duties similar to those of a personal assistant. In certain situation extended to informational requests, setting dinner reservations, making telephone calls, researching travel arrangements etc., Similarly, the plaintiff no.3

has provided services through their various loyalty programme business models includes the service of residents of an apartment building, guests of a hotel, or customer/ channel partners of a brand with duties similar to those of a personal assistant. The plaintiff claims that plaintiff no.1 authorized plaintiff no.2 and 3 to use the 'CONCIERGE' services as per license agreements dated 1/8/2016. The plaintiff further claims that plaintiff no.1 applied for registration of the name 'CONCIERGE' before the Trademarks Registry at Chennai, under Clauses 35, 39, 41, 43 and 45 on 18/5/2016, and also produced legal use certificates issued by the Trademark Registry to substantiate the said fact before the court. The plaintiff in the plaint also stated that the plaintiff no.3 previously worked in several reputed firms like 'Monarch Club' for Tata AIG, 'Soul of the Customers' for Tanishq, 'Residential Concierge' for Godrej Properties, Tata Housing panchsheel, Ireo, Kaanakia, VGN etc., Accordingly, the plaintiff claimed that the plaintiffs are using the mark 'CONCIERGE' exclusively in their business since

the year 1998, and the said trademark has become a household name and people associate with the word 'CONCIERGE' solely with the plaintiffs. The specific case made out by the plaintiff in this case is that the defendant no.1 has also approached the plaintiff no.3 in the year 2014 and subsequently contacted him in 2015 to design and implement a loyalty program by the name of 'The President Club' for its dealers/retailers, and the said contract was awarded to the plaintiff company till 2019, and the principal agreement or service provider agreement entered between plaintiff no.3 and first defendant as on 1/1/2017. The said agreement has been extended as per addendum/amendment to the Principal Agreement dated 13/2/2018 and there was a second amendment to the principal Agreement dated 14/1/2020, and the said agreement extended as per the terms of principal agreement upto 1/3/2020. The plaintiff further claimed that while serving the defendant no.1, the plaintiff has introduced the whole concept of the loyalty program i.e., 'The President

Club' that written statement conceptualized and designed especially for the defendant no.1 was done with the primary goal of increasing the efficiency of the dealers, increasing the commitment of the dealers to the 'Samsung' brand, and improving the overall relationship between the dealers and the defendant no.1, and also plaintiff has introduced several services to the defendant no.1. Subsequently in the month of October 2020, plaintiff no.3 became aware to the fact that defendant no.1 company has hired a new third party vendor to provide them with the same services that were being provided to them by the plaintiff no.3. The said third party vendor is the defendant no.2 in the suit. The defendants are using the word 'CONCIERGE' on each of their brochures and activities by infringing the trademark of plaintiff. The plaintiff claims that using of plaintiffs trademark 'CONCIERGE' by defendant is a trademark infringement and that will confuse the mind of customers etc., Accordingly prayed for the relief claimed in the suit as well as IA 2 to restrain the

defendants or anybody claiming under them from infringing or passing off the plaintiff's registered trademark 'CONCIERGE'.

3. IA No.4 is supported by the authorised signatory of plaintiff no.3, wherein also she has stated that the plaint may be read as part and parcel of the affidavit and the facts claimed by her is identical to the facts claimed by the plaintiff no.1 in the plaint and affidavit filed to IA No.2.

4. The objection raised by the defendant to the IA No.2 and 4 is identical in nature and the said objection in nutshell is that, the defendant no.1 company is a reputed firm had reputation all over the world, and the defendant admitted the taking of service from plaintiff no.3 as claimed in the plaint and also claimed that subsequently after the expiry of contract period, they have engaged defendant no.2 for the services. The specific claim of the defendant is that, there is no cause of action for the suit and the suit is not maintainable either under law or on facts. The defendant claimed that the plaintiff no.3 is merely

a service provider as per the agreement and the said agreement allowed the defendant to use the word 'CONCIERGE' as the plaintiff did the service as per the agreement to the defendant no.1. It is also claimed that the word 'CONCIERGE' cannot be monopolized under the guise of a trademark right, as the said word is a descriptive and the service under the word 'CONCIERGE' is descriptive function for a commonly offered services, and also claimed that it will falls within the exceptions as per Section 30(2) and 35 of the Trademarks Act. Accordingly claimed that the plaintiff cannot claim monopoly over the descriptive use of the word 'CONCIERGE'. The defendants also claimed that they have used the word 'CONCIERGE' in its pamphlets/ brochures for the purpose of identifying the services of defendant which is in accordance with honest practices in industrial or commercial matters and is not to take unfair advantage. Further it is stated that the customers of the plaintiff are well educated and also they are well aware of the other similar 'CONCIERGE' services

providers and they are reasonably be expected to exercise a degree of care in purchasing or using or availing such services. It is also claimed by the defendant that as the defendant no.1 has not continued the services with the plaintiffs, they have filed the false suit in order to harass the defendants. Defendants further claimed that plaintiff has failed to make out a prima facie case and among other grounds, prayed for dismissal of the suit as well as IAs.

5. The defendant no.2 filed separate objection wherein he denied the entire case of plaintiff claiming that the suit itself is not maintainable either under law or on facts. The defendant no.2 claims that infringement of trademark only exists if the mark is used in the course of trade for the purpose of distinguishing goods or service and being used as a trademark in relation to goods or services for the purpose of indicating a connection in the course of trade between goods or service and the source. There is no confusion in the word used by the plaintiff and

defendant no.2 for their respective services, and also claimed that the word 'CONCIERGE' used at various levels such as CONCIERGE Manager and Chief CONCIERGE etc., The word 'CONCIERGE' is a descriptive and cannot be form as a trademark, and among other grounds, prayed for dismissal of IA.

6. On the basis of the above, points for consideration are:

1. Whether the plaintiffs have made out prima facie case in their favour?

2. Whether the plaintiffs proves that balance of convenience tilts in their favour?

3. Whether the plaintiffs proves that if temporary injunction is not granted, they will be put to loss and hardship?

4. What order?

7. Heard the oral arguments in length, the parties have also filed the written arguments, the counsel for the plaintiffs relied on a following decisions.

1. Godfrey Philips India Ltd., Vs. Girnar Food and Beverages Pvt. Ltd., (2004) 5 SCC 257.

2. Marico Limited Vs. Agro Tech Foods Limited CS (OS) No. 1590/2009.

3. The Himalaya Drug Company Vs. Gufic Limited, A Public Limited – AIR 2004 Bom 278.

4. Consim Info Pvt. Ltd., Vs. Google India Pvt. Ltd., 2010 SCC Online Md 4967.

5. The PROCTER & GAMBLE COMPANY and The Procter and Gamble Distributing Company Vs. Randy L. HAUGEN, 1998 U.S. Dist. LEXIS 5689.

6. Express Bottlers Services Private Ltd., Vs. Pepsico Inc. AND Ors.1989 (9) ptc 14.

7. P.M. Diesels Vs. S.M. Diesels 1994 IAD Delhi 825.

8. B.V. Elango Himachalapathy Vs. M/s Rank Xerox Limited and Ors. Reported in MANU/IC/0110/2012.

8. On the other hand, the counsel for the defendants relied on following decisions:

1. Marico Limited Vs. Agro Tech Foods Limited (1010 (44) PTC 736 (Del).

2. People Interactive (India) Private Limited Vs. Vivek Pahwa and Ors. (2016 (68) PTC 509 (Bom)).

3. Asian Paints Limited Vs. Home Solutions Retail (India) Limited (2007 (35) PTC 697 (Bom)).

4. J.R. Kapoor Vs. Micronix India (1994 (14) PTC 260 (SC)).

5. T.V. Venugopal Vs. Ushodaya Enterprises Ltd., and Ors. (2011 (45) PTC 433 (SC)).

6. Cadila Healthcare Ltd., Vs. Gujarat Co-operative Milk Marketing Federation Ltd., and Ors. (2009 (41) PTC 336 (Del)).

7. Jain Riceland Pvt. Ltd., vs. Sagar Overseas 2017 (72) PTC 523 (Del)).

8. S.B.I. Ltd., Vs. Himalaya Drug Co. (AIR 1998, Delhi 126).

9. Phonepe Private Limited Vs. Ezy Services and Ors. (2021 (86) PTC 437 (Del)).

10. Delhivery Private Limited Vs. Tressure Vase Ventures Pvt. Ltd., (2020 (84) PTC 179 (Del)).

11. Parveen Kumar Jain Vs. Rajan Seth and Ors. (2019 (78) PTC 649 (Del)).

12. Cadila Healthcare Ltd., Vs. Gujarat Co-operative Milk Marketing Federation Ltd., and Ors. (2009 (41) PTC 336 (Del)).

13. Marico Limited Vs. Agro Tech Foods Limited (2010 (44) PTC 736 (Del)).

14. People Interactive (India) Private Limited Vs. Vivek Pahwa and Ors. (20156 (68) PTC 509 (Bom)).

15. Consim Info Pvt. Ltd., Vs. Google India Pvt. Ltd., and Ors. (2011 (45) PTC 575 (Mad)).

16. Khoday Distilleries Limited Vs. The Scotch Whisky Association and Ors. (AIR 2008 SC 2737).

17. CFA Institute Vs. Brickwork Finance Academy (2020 (84) PTC 12 (Del)).

18. Fritco-Lay India and Ors. Vs. Uncle Chipps Private Limited (AIR 2000 Delhi 366).

19. S.P. Chengalvaraya Naidu (Dead) by Lrs Vs. Jagannath (Dead) by Lrs. And Others – (1994) 1 SCC.

20. Meghmala and Others Vs. G. Narasimha Reddy and others – (2010) 8 SCC 383.

21. P.K. Sen Vs. Exxon Mobile Corporation and Ors. - 2017 (69) PTC 271 (Del).

22. Exxon Mobile Corporation & Anr Vs. P.K. Kurian (SC Special Leave Petition (Civil) Diary No. (S) 39503/2019).

9. My findings on the above points are as under:

Point No.1: In the affirmative;

Point No.2: In the affirmative;

Point No.3: In the affirmative;

Point No.4: As per final order;  
for the following:

## **REASONS**

10. **POINT NO.1:** Before proceeding further in the case, it is relevant to note the case of plaintiff and the defence of defendant. The case of the plaintiff is that, the plaintiff has started providing different types of service under the umbrella of 'CONCIERGE'. The said service includes entertainment, leisure, procurement, information request, setting dinner reservations, making telephone calls etc., Accordingly, the plaintiff started her business in the name of Les 'CONCIERGE' Services in the year 1998 and initially it was a proprietor concern. Thereafter in the year 2002, the plaintiffs started the plaintiff no.2 company and thereafter in the year 2008, the plaintiff started the plaintiff no.3 company. The plaintiff further claimed that she has obtained the registered trademark on 'CONCIERGE' in class 35, 39, 41, 43,

45 as on 18/5/2016. The plaintiff claims that the 'CONCIERGE' is the word coined by the first plaintiff and used the said name as the trade name for her service. The plaintiff also claimed that the word 'CONCIERGE' means bellboy in Hotel, but her service is not of bellboy but it is providing the services as aforesaid and the plaintiff had a clients over the 10 global cities and she had more than 400 clients served more than million end customers etc.,

11. The transaction or business relationship between the plaintiff and defendant no.1 is commenced in the year 2014 onwards. The specific claim of the plaintiff is that the defendant no.1 in December 2014 and subsequently in 2015 approached/contacted the plaintiff no.3 to design and implement a loyalty programme by the name "The Presidents Club" for its dealers/retailers and that has been continued every year. The plaintiff claims that for the first two years i.e., for 2015 and 2016, the contract was conducted on the basis of purchase orders. On 1/1/2017, the defendant no.1 and plaintiff

no.3 entered into a service provider agreement and that has been extended as per the first amendment dated 13/2/2018 and second amendment dated 14/1/2020 and that was valid till 1/3/2020.

12. The dispute between the parties as per plaint averments is that the plaintiff came to know in the month of October 2020, that the defendant no.1 has obtained the service of defendant no.2 which is similar to the service provided by the plaintiff no.3 to the defendant no.1. The claim of the plaintiff that the defendant no.2 has used the plaintiff's registered trademark 'CONCIERGE' for the identical service that has been provided by the plaintiff to the defendant. Hence, the plaintiff filed the suit along with these two IAs.

13. The specific defence of the defendant no.1 in nutshell is that the word 'CONCIERGE' is a descriptive word and cannot be used as a trademark and the 'CONCIERGE' word being a descriptive word that can be used by anybody. The defendant also

claimed that the plaintiff has suppressed the material facts from the court, this court has no jurisdiction to try the case. The main grounds urged by the defendant no.1 in the case is that, as per the terms of agreement entered between the plaintiff No.3 and defendant No.1, this defendant No.1 has every right to use the word that has been coined during the service of plaintiff no.3 with the defendant as per clause 4(1) of the agreement entered between the plaintiff no.3 and defendant no.1. Further the claim of defendant no.1 is that the defendant no.1 is not a necessary party to the suit and also claimed that as the defendant no.1 has not continued with the service of plaintiff and it has obtained the service of defendant no.2, the plaintiff has filed the false suit and accordingly prayed for dismissal of IAs.

14. Similarly the contention of defendant no.2 in the case is that, the word 'CONCIERGE' is a descriptive word and that cannot attract the trademark identity and also claimed that the plaintiff suppressed the material facts and also the suit is filed

as the defendant no.1 has obtained the service of defendant no.2. Further claim of the defendant no.2 is that it is not the necessary party to the proceedings.

15. With the aforesaid case and defence of the parties, the material placed before the court along with citations has to be appreciated.

16. The plaintiffs in support of their case to show that first plaintiff is the first user of 'CONCIERGE' produced several documents. The documents including the articles found in various news magazines. The plaintiff produced the online printout of said documents. The document no.1 is the article appeared in Hindustan Time dated 13/10/2008. The said document shows that this plaintiff no.1 started the business under the category of services – errands, entertainment and support services having office at Koramangala, Bangalore, and it is stated that people even found difficult to pronounce the company name that has been said as Less 'CONCIERGES'. The said article found in the

Hindustan Time along with the articles found in various other magazines shows that this plaintiff no.1 is the first adopter and user of the word 'CONCIERGE' for her service.

17. The plaintiff also claimed that she had the several customers and wherein also she had provided the service to reputed firms. In support of said contention, the plaintiff has produced several documents at document no.9 to 14. All these documents shows that the plaintiff claimed herself as Club 'CONCIERGE' Services and first plaintiff is the license holder of word mark 'CONCIERGE', and the plaintiff has produced several service agreements that has been entered between plaintiff and Lodha Healthy Constructions Pvt. Ltd., Chrona Realities Pvt. Limited, Standard Hightech Constructions Pvt. Ltd., Kanakia Spaces Pvt. Ltd., Kolte – Patil Developers Ltd., etc., All these documents are at the undisputed point of time and those documents disclose that the plaintiff uses the word Les'concierges'.

18. Admittedly, the transaction between the plaintiff no.3 and defendant no.1 has been commenced in the year 2014 or 2015 onwards. The plaintiff no.3 entered into a service provider agreement with defendant no.3 as on 1/1/2017. The documents produced by the plaintiff at this juncture prima facie establishes that at a undisputed point of time, this plaintiff was using the trade name or word mark 'CONCIERGE' for her services.

19. The plaintiff also produced the document to show that she has applied the trademark registration on wordmark 'CONCIERGE' in class 35, 39, 41, 43, 45 on 18/5/2016 that has been accepted by the trademark registration authority and they have issued the trademark registration certificate. Therefore, it is clear that even while providing the service to defendant no.1, the plaintiff claimed that the plaintiff No.1 is the word mark registration holder of word 'CONCIERGE'. The documents produced by the plaintiff sufficiently disclose that the first plaintiff is using the word 'CONCIERGE' since 3/3/1998 for her

services claimed in the plaint and after knowing the service of plaintiff, the defendant No.1 has obtained the service of plaintiff.

20. The prime defence of the defendant no.1 in this case is that there is a service providing agreement between plaintiff no.3 and defendant no.1. The agreement entered between defendant no.1 and plaintiff is not in dispute, and it is admitted fact in this case. The defence of the defendant no.1 is based on clause 4(1) of the Service Provider Agreement that has been produced by the plaintiff at document no.15. The clause 4 is in respect of Intellectual Property Rights and Trademark licence. Clause 4(1) of the said trademark license reads as -

“Service provider hereby agrees and acknowledges that Samsung owns without limitation, of all right, title and interest to all patent, copyright, trademark, trade name, trade secret, and other intellectual property rights relating to the design, operation or service of the

privileges program. Service provider shall not, by virtue of this agreement or otherwise, obtain any right, title or interest in or to such intellectual property rights other than as expressly authorised in this agreement, and only for the specific purposes set forth herein.”

21. On the basis of this clause, the defendants claims that the word used in its service becomes the part and parcel of defendant no.1 and the plaintiff cannot claim right over the such properties.

22. It is just and relevant to note the name of the parties to the service provider agreement. The first party to the agreement is Samsung India Electronics Pvt. Ltd., The second party is Club 'CONCIERGE' Services (India) Pvt. Ltd., Therefore, it is clear that the plaintiff is the firm having a word 'CONCIERGE' inbuilt in its name. Whatever the agreement between the parties, the other party to the agreement cannot claim right over the inbuilt name of the other party.

23. It is not the case of the defendant no.1 that it has used the word 'CONCIERGE' in its service prior to taking of service of plaintiff no.3. The defendant has not placed any material before the court to show that the defendant no.1 has used the word 'CONCIERGE' Service in its 'The Presidents Club'. Similarly even there is no material to show that the defendant no.2 has used the word 'CONCIERGE' in any of its services prior to defendant no.1 taking the service of defendant no.2. Admittedly the defendant no.1 hired the service of plaintiff no.3 for its loyalty program namely 'The President Club' for increasing the efficiency of dealers, increasing the commitment of dealers to the Samsung Brand as well as improving the overall relationship between the dealers of defendant no.1 with defendant no.1. The material on record sufficiently shows that the word 'CONCIERGE' has been used by the defendant no.1 in its activities of 'President Club' subsequent to the hiring of the service of plaintiff no.3.

24. The other contentions raised by the defendants is that the word 'CONCIERGE' is a generic word and it is descriptive in nature. It is true that the word 'CONCIERGE' is a dictionary word that means bellboy in a hotel. It is relevant to note that the plaintiff is not providing the service of bell boy in any hotel. The services provided by the plaintiff is totally different from the generic or word meaning found in the dictionary. The plaintiff in the plaint as well as in the other records made it clear that the plaintiff is providing 'CONCIERGE' Services through their various loyalty program business models in business, apartments, and other places like entertainment, leisure, procurement, informational request, setting dinner reservations, making telephone calls, researching travel arrangements etc., Therefore, the plaintiff is using the word 'CONCIERGE' for her service other than the service made under dictionary meaning or the meaning of generic word. The documents produced by the plaintiff sufficiently shows that the service of the plaintiff has been

identified with the word 'CONCIERGE'. When the word has been used for different services other than the dictionary meaning, certainly it will become a distinctive. If the word is not distinctive, certainly the plaintiff would not have obtained the trademark registration on a word mark 'CONCIERGE'.

25. The document produced by the plaintiff sufficiently shows that the first plaintiff is the registered trademark owner of word 'CONCIERGE' since 18/5/2016 in class 35, 39, 41, 43 and 45. The document sufficiently shows that first plaintiff coined the word 'CONCIERGE' and the said word is the brainchild of first plaintiff for her services. There is no material on record to show that either the defendant no.1 or defendant no.2 has obtained any trademark on the word 'CONCIERGE'. It is true that as per the terms of service provider agreement, there is a clause regarding the 'Intellectual Property Rights and trademark license at clause no.4. It is relevant to note that prior to the said agreement dated 1/1/2017, this plaintiff has used the word 'CONCIERGE' and even

the trademark registration of plaintiff in respect of the word 'CONCIERGE' is prior to the said service provider agreement. Hence, prior to the entering of the service provider agreement with the defendant no.1, the plaintiff has used the word 'CONCIERGE' for her business, as such the terms of aforesaid clause in the service provider agreement is certainly not applicable or binding between the parties. If at all any word or intellectual property has been acquired during the service of plaintiff with defendant no.1 as per the service provider agreement, certainly defendant no.1 can claim right over such intellectual properties or trademarks. In view of these facts, the plaintiff being the prior user of the trademark 'CONCIERGE', her right over the said trademark has to be protected during the pendency of the case. In view of these facts, the decision relied by the defendants in support of their case certainly is not applicable at this juncture, and they have to be considered while deciding the case on merits. In view of these facts, this court is of the humble opinion that the plaintiff has

made out prima facie case in respect of IA No.2 and 4. Accordingly, this point is answered in **affirmative**.

26. **POINT NO.2:** As the plaintiff made out prima facie case, certainly balance of convenience tilts in favour of the plaintiff. Accordingly, this point is answered in **affirmative**.

27. **POINT NO.3:** As the plaintiff is the prior user of the trademark 'CONCIERGE', her right over the said trademark has to be protected and if temporary injunction is not granted, certainly the plaintiff will be put to great loss and hardship. Accordingly, this point is answered in **affirmative**.

28. **POINT NO.4:** In view of my findings on the above points, I proceed to pass the following:

## **ORDER**

- IA No. 2 and 4 filed by the plaintiffs under Order XXXIX Rule 1, 2 and 10 r/w Sections 94 and 151 of CPC are hereby allowed.
- Consequently, the defendants 1 and 2 or anybody claiming under them are hereby

infringing and passing off of plaintiffs registered trademark 'CONCIERGE' in any manner whatsoever, directly or indirectly, or deceptively similar in relation to the service of plaintiff no.2 and 3 till the disposal of suit as claimed in IA No.2 and 4.

\* \* \*

[Dictated to the Judgment Writer directly on computer, *Script* corrected, signed and then pronounced by me, in the Open Court on this the 13<sup>th</sup> day of September 2022.]

[PADMA PRASAD]  
XVIII Additional City Civil Judge.  
BANGALORE.

...Order pronounced in the Open Court.... (Vide separate detailed order..)

- IA No. 2 and 4 filed by the plaintiffs under Order XXXIX Rule 1, 2 and 10 r/w Sections 94 and 151 of CPC are hereby allowed.

- Consequently, the defendants 1 and 2 or anybody claiming under them are hereby infringing and passing off of plaintiffs registered trademark 'CONCIERGE' in any manner whatsoever, directly or indirectly, or deceptively similar in relation to the service of plaintiff no.2 and 3 till the disposal of suit as claimed in IA No.2 and 4.
- For issues.
- Call on\_\_\_\_\_

[PADMA PRASAD]  
XVIII Additional City Civil Judge.  
BANGALORE.



3  
2

O.S.\_3588\_2021\_Orders on IA 2 and 4 .doc

fdfd