

Our Ref: TM/SW/2024  
Date: 24<sup>th</sup> October 2024

To,  
KUSH KUMAR  
S/O: RAMKUMAR THASKA (34),  
SONIPAT, HARYANA 131301

Also at:  
No. 98, VPO Thaska,  
Gohana, Sonipat, Haryana 131301

**WITHOUT PREJUDICE**

Dear Sir,

**Re: Unauthorised adoption, attempted registration and use of the mark 'Sampuran Swadeshi'**

We write on behalf of and under instructions from our client, Swadeshi Ayurveda, having address at Swadeshi Bhawan, Arya Nagar, Jwalpur, Haridwar, Uttarakhand- 249407, India ('our client').

Our client is disappointed that you have not executed and shared the undertaking sent to you under cover of our previous legal notice dated August 29, 2024.

Our client looks forward to an amicable resolution of the matter. Nonetheless, no statement contained in this notice should be construed as a waiver or otherwise prejudicing our client's right to seek an appropriate remedy in the event this matter is not amicably resolved.

We look forward to receiving your positive response to the above within seven (7) days of the receipt of this Notice.

Yours faithfully,



For Corpinal Laws Practice  
Nitin Agarwal (Advocate)  
K-705, Ward No. 6, Mehrauli, Delhi - 110030  
Email - nitin.a2009@gmail.com

By Speed Post & Email to: [support@sampuranswadeshi.com](mailto:support@sampuranswadeshi.com)  
[sampuranswadeshi30@gmail.com](mailto:sampuranswadeshi30@gmail.com)



Our Ref: TM/SW/2024

Date: 29<sup>th</sup> August 2024

To,  
KUSH KUMAR  
S/O: RAMKUMAR THASKA (34),  
SONIPAT, HARYANA 131301

Also at:  
No. 98, VPO Thaska,  
Gohana, Sonipat, Haryana 131301

By Email

**WITHOUT PREJUDICE**

Dear Sir,

**Re: Unauthorised adoption, attempted registration and use of the mark 'Sampuran Swadeshi'**

We write on behalf of and under instructions from our client, Swadeshi Ayurveda, having address at Swadeshi Bhawan, Arya Nagar, Jwalpur, Haridwar, Uttarakhand- 249407, India ('our client').

It has come to our client's notice that you have applied for registration of the mark 'Sampuran

Swadeshi'



(hereinafter 'the impugned mark') under application no. 6124312 in Class 5 dated 25/09/2023 for goods covering "AYURVEDIC, PHARMACEUTICAL, VETERINARY AND SANITARY PREPARATIONS, AYURVEDIC MEDICINES, DIETETIC SUBSTANCES ADAPTED FOR MEDICAL USE FOOD FOR BABIES, PLASTERS, MATERIAL FOR DRESSINGS MATERIAL FOR STOPPING TEETH, DENTAL WAX, DISINFECTANTS, PREPARATION FOR DESTROYING VERMIN, FUNGICIDES, HERBICIDES", which is identical/deceptively similar with our client's mark.

Our client is aggrieved by the adoption, attempted registration and use of the impugned mark for the following reasons:


1. Our client has a well- established business and this device mark is in long use since 1988. Our client has a broad range of products and services and they are well known as global brand.



2. The Applicant already have the following associated trademark/s in its name:

Trademark	Logo	Application Class No.	Class	Used Since	Status
Swadeshi		3561244	3	07-12-2013	Registered
Swadeshi Ayurveda (LABEL)		2078680	1	01-04-1988	Registered
		2078681	3	01-04-1988	Registered
		2078682	5	01-04-1988	Registered
		2078685	31	01-04-1988	Registered
		2078686	32	01-04-1988	Registered
		2078687	35	01-04-1988	Registered
		2078688	41	01-04-1988	Registered
		2078689	42	01-04-1988	Registered
		2078690	43	01-04-1988	Registered
		2078691	44	01-04-1988	Registered
		5162608	29	01-04-1988	Registered
Swadeshi		4808382	5	01-04-1988	Registered
Swadeshi Haridwar Ayurved		4917085	5	31-12-1998	Accepted & Advertised



Swadeshi Haridwar Ayurved		5162611	35	01-04-1988	Registered
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3. Our client has invested substantial resources in developing and exploiting the intellectual property rights in Swadeshi and the Swadeshi Ayurveda. Information relating to our client's business as well as the Swadeshi Ayurveda marks are available on its website and can be accessed

at [https://www.googleadservices.com/pagead/aclk?sa=L&ai=DChcSEwi0j9LikMeGAxVvaA8CHYHiBg0YABAhGgJ0Yg&ae=2&ohost=www.google.com&cid=CAASJeRoOzYN4ksNnKEWxi4AFUkJ0mPQd2Wp9rFRBHbjb9CVOaG7mHQ&sig=AOD64\\_1X4CZ-BmHgDwU3GOjQjvCQefogxA&q&adurl&ved=2ahUKEwjSyM3ikMeGAxWYU\\_UHHRm0BTAQ0Qx6BAgVEAE](https://www.googleadservices.com/pagead/aclk?sa=L&ai=DChcSEwi0j9LikMeGAxVvaA8CHYHiBg0YABAhGgJ0Yg&ae=2&ohost=www.google.com&cid=CAASJeRoOzYN4ksNnKEWxi4AFUkJ0mPQd2Wp9rFRBHbjb9CVOaG7mHQ&sig=AOD64_1X4CZ-BmHgDwU3GOjQjvCQefogxA&q&adurl&ved=2ahUKEwjSyM3ikMeGAxWYU_UHHRm0BTAQ0Qx6BAgVEAE).

4. Our client have several registrations/ applications in India for the SWADESHI AYURVEDA marks in various classes and has built up goodwill in their brand for a number of years. Your use of 'Sampuran Swadeshi' would clearly amount to a misrepresentation and cause our client damage. Our client is entitled to prevent misrepresentation under the laws of passing off.

5. Our client is concerned that your use of mark 'Sampuran Swadeshi' represented as



will cause confusion to their customers, who will be led to believe that your product is related to our client from which you will benefit none the less.

6. By virtue of our client's long-standing use, registrations, extensive publicity and diligent enforcement internationally as well as India, the "Swadeshi Ayurveda" marks have become distinctive of and is exclusively identified with our client's business and products alone and, therefore, qualifies as a "well-known" mark within the meaning of Sections 2(1)(zg) and 11(6) of the Trade Marks Act, 1999.

7. In view of the well-known character and fame of our client's Swadeshi Ayurveda marks in India, any use of the Swadeshi Ayurveda mark or any deceptive variations thereof by any third party is bound to mislead the members of the trade and public to believe that the goods/ services offered under such mark are originating from our client or enjoy its sponsorship or approval.

8. Our client has been extremely vigilant in safeguarding its rights in its Swadeshi Ayurveda marks and has not shied away from taking recourse through appropriate actions as and when third parties have tried to imitate, counterfeit, or misappropriate its trademarks through any unauthorized use and/or improper registrations/applications.

9. Our client is aggrieved and seriously concerned by your adoption, attempted registration and use (if any) of the impugned marks "sampuran Swadeshi" which are virtually identical and confusingly similar to our client's well-established trademark "Swadeshi Ayurveda" along



with its variants, and therefore, your use of the impugned marks would result in the dilution of our client's goodwill and reputation in the said mark.

10. We note that you host the website <https://www.sampuranswadeshi.com/>, wherein the use of the impugned marks was found. Subsequently, we also found this product being advertised on your social media pages as under:

- <https://www.facebook.com/swadeshiproduts>
- <https://www.instagram.com/sampuranswadeshi/>
- <https://www.linkedin.com/company/sampuran-swadeshi/>

11. It is evident that the adoption of the impugned marks is deliberate and dishonest and solely with a view to trade upon the immense reputation subsisting in our client's well-established Swadeshi Ayurveda mark/s. Since our client's mark - Swadeshi Ayurveda is well-established in India, your use of the impugned mark is bound to result in confusion in the course of trade and dilute our client's valuable rights in its Swadeshi Ayurveda mark/s. Consequently, registration of the impugned mark would be prohibited by virtue of the provisions of Section 11 (2) of the Trade Marks Act, 1999 and various other relevant provisions of the Act.

12. Please be advised that the above referred use of the impugned trademark amounts to infringement and passing-off of our client's trademark rights in its well-established mark, Swadeshi Ayurveda. Our client reserves its rights to initiate legal proceedings at an appropriate time.

13. However, prior to initiating a legal action against you, with a view to amicably resolve the matter swiftly with minimum cost to both the sides and we hope you agree, we call upon you to comply with the following requirements/ requisitions:

- i) To forthwith cease and desist from using the impugned marks as well as any other mark or deceptive variations of our client's Swadeshi Ayurveda marks, in any manner whatsoever including as a trademark, as part of your company name, domain name and on your website or on any third party websites;
- ii) To forthwith withdraw the trademark application for the impugned mark under No. 6124312 by addressing a letter in this regard to the Trade Marks Office (TMO) and provide a copy of the withdrawal letter and acknowledgement receipt issued by the TMO to us;
- iii) To disclose and withdraw any other application/registration for a trademark, device mark, domain name, web address, trade name, copyright etc., under your control which incorporates the impugned mark Swadeshi Ayurveda or any deceptive variations of our client's Swadeshi Ayurveda marks by filing appropriate requests before the relevant authorities, under copy to us;



iv) To remove all exterior and interior signage and destroy all products including signposts, brochures, promotional material, letter heads, visiting cards, cash memos, leaflets, packing material or any other literature of whatsoever description and nature, bearing the impugned marks or any deceptive variations of our client's Swadeshi Ayurveda marks and provide a written confirmation that this has been so done; and

v) To provide our client with a written undertaking (as per the draft attached) that you will not at any time in the future adopt, use or register as part of a trademark, device mark, trade name/ domain name/web address etc., the impugned mark or any other mark which incorporates our client's Swadeshi Ayurveda mark in any manner whatsoever including any deceptive variations thereof.

Our client looks forward to an amicable resolution of the matter. *Nonetheless, no statement contained in this notice should be construed as a waiver or otherwise prejudicing our client's right to seek an appropriate remedy in the event this matter is not amicably resolved.*

We look forward to receiving your positive response to the above within seven (7) days of the receipt of this Notice.

Yours faithfully,



**For Corpinal Laws Practice**

Nitin Agarwal (Advocate)

K-705, Ward No. 6, Mehrauli, Delhi - 110030

Email - nitin.a2009@gmail.com

Tel. No.: 9810371115

By Email




**UNDERTAKING**

From: Kush Kumar proprietor of Sampuran Swadeshi  
No. 98, VPO Thaska,  
Gohana, Sonipat, Haryana 131301

To:  
Swadeshi Ayurveda,  
Swadeshi Bhawan, Arya Nagar,  
Jwalapur, Haridwar, Uttarakhand-249407

I, Kush Kumar, proprietor of Sampuran Swadeshi, undertake and agree as follows:

1. That I, being the proprietor of Sampuran Swadeshi, am authorised to sign this undertaking;
2. That the trademarks Swadeshi Ayurveda (hereinafter "the Swadeshi marks") are the exclusive intellectual property of Swadeshi Ayurveda;
3. That I inadvertently adopted the mark Sampuran Swadeshi represented as  (hereinafter, "the impugned marks") for my business;
4. That within seven (7) days of the date of this undertaking, I shall disclose to Corpinal Laws Practice, attorneys of Swadeshi Ayurveda, the details of all trademark applications and registrations for the impugned marks, including any trade name, domain name, copyright works, web address etc., that incorporate the Swadeshi Ayurveda marks or any deceptive variations thereof and take steps to withdraw/ surrender/ cancel these applications/ registrations by filing appropriate requests before the relevant authorities, under copy to Corpinal Laws Practice;
5. That, within seven (7) days of the date of this Undertaking, permanently cease all use of the impugned marks or any mark confusingly similar or identical to the Swadeshi Ayurveda marks or any deceptive variations thereof, including removing these from Sampuran Swadeshi's website and all other websites, and social media platforms in Sampuran Swadeshi's name or in the name of any of its agents or employees or authorised representatives whether or not controlled by me or Sampuran Swadeshi;
6. That, within three (3) months of the date of this Undertaking, I shall destroy all existing stocks including, products, packaging, labels, brochures, marketing and promotional material, business papers, business cards, letter heads, visiting cards, cash memos, sign post, cartons, packing material or any other material of whatsoever description and nature, bearing the impugned marks or any deceptive variations of the Swadeshi Ayurveda marks and will provide a confirmation to Corpinal Laws Practice;



7. That, at any time in the future, I undertake not to forthwith:

- (a) use the impugned marks or any deceptive variations of the Swadeshi Ayurveda marks in any manner whatsoever causing a violation of the rights of Ankit Arya (Proprietor of Swadeshi Ayurveda);
- (b) either on my own, or through a third-party, adopt, use, acquire or apply to register a trade mark, trade name, domain name, web address, which consists of or incorporates a sign which is identical to or confusingly similar to the Swadeshi Ayurveda marks or any deceptive variations thereof;
- (c) directly or indirectly oppose, object to, or challenge the use and/or registration by Ankit Arya, or a party authorised by Ankit Arya, of the Swadeshi Ayurveda marks including any deceptive variations thereof in respect of any goods or services worldwide;
- (d) infringe the intellectual property rights of Ankit Arya in the Swadeshi Ayurveda marks or any deceptive variations thereof;
- (e) pass off or attempt to pass off any company, business, goods or services as, for or as being provided, endorsed or authorised by or connected with, Ankit Arya, its business or its products or services;
- (f) cause, enable or assist any other person, firm or company to commit any of the acts prohibited by these undertakings.

8. I agree that the terms of this Undertaking shall be binding on Sampuran Swadeshi, its directors, agents, assigns and successors and all those acting in concert with Sampuran Swadeshi.

Without prejudice to any other rights or remedies that Ankit Arya may have, I acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Undertaking. Accordingly, Ankit Arya shall be entitled, without proof of special damages, to the remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach of the terms of these undertakings by me.

9. I have understood the contents of this Undertaking and am signing the same out of my own free will without any force or coercion.

10. I agree to keep this Undertaking and any discussions or negotiations leading up to their agreement, confidential.

This Undertaking shall be binding on myself, my partners, employees, agents, successors, assigns, personal representatives and all others acting in concert with me.

**Signed By:**

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