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Madras High Court delivers judgment in favour of Saint Gobain Glass France

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On June 22, 2022, the Hon'ble High Court of Madras delivered a judgment in favour of Saint-Gobain Glass France ("Plaintiff") in a patent infringement case against infringer M/s. Harsha Exito Engineering (P) Ltd ("Defendant"). The suit [Civil Suit (Comm. Div) No. 409 of 2019] was filed in June, 2019 by the Plaintiff under Section 104 of the Patents Act, 1970 praying for permanent injunction against the Defendant, its officers, Directors, Agents, Distributors and Customers restraining them from using, employing, manufacturing, assembling, selling, offering for sale, advertising including through their and third party websites, products, devices and systems that are used for installation of glass panels, so as to result in infringement of Indian Patent No.305596 ("Suit Patent"), until the Defendant has procured appropriate licenses and permissions from Plaintiff; (ii) delivery of infringing components/ elements, semi-manufactured products/parts, products, devices and systems manufactured using the patented technology, devices and systems including packaging, labels, brochures and other printed material for the purposes of destruction; (iii) damages in respect of use, manufacture, sale, export, import or any other



infringing activity in relation to products, that infringes the suit Patent and (iv) for the costs of the suit.

It obtained the Suit Patent for the system and method of installing glass panels, which is the underlying technology for the Saint Gobain Product – SGG PLANICLIP®. The Suit Patent had passed the twin tests of examination and pre-grant opposition. It was contention of the Plaintiff that the Defendant infringed the said suit patent when it employed and used an identical device, system and method as claimed in the Suit Patent. The Hon'ble Court framed four issues – (i) whether Plaintiff is the proprietor of



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suit patent? (ii) Whether the defendant has infringed/ is infringing the suit patent?, (iii) Are Defendants liable to be permanently enjoined? And (iv) Whether plaintiff is owed Damages and if so, for how long and on what terms? The Plaintiff adduced oral testimony of two witnesses and exhibited 21 documents. The Plaintiff adduced evidence of infringement of its claims by the Defendant. The Defendant did not lead any evidence to the contrary and could not controvert the evidence adduced by the Plaintiff. After cross examination of PW-1, the Defendant failed to appear either in person or through Counsel. Therefore, by Order dated 29.09.2021, the Defendant was set ex parte.

The Hon'ble Court held that the Defendant had indeed infringed the Plaintiff's patent and permanently enjoined the Defendant, restraining them from further use of the patented technology, and also ordered them to pay damages. To calculate the quantum of damages, the Hon'ble Court took into

account various factors such as the loss of revenue suffered by the Plaintiff due to the infringement, the profits earned by the Defendant as a result of the infringement, and the nature of their conduct. The court noted that Harsha Exito had deliberately and knowingly infringed on Saint-Gobain Glass France's patent causing harm to Saint-Gobain Glass France's business interests. The Defendant, Harsha Exito, also failed to provide any valid explanation or justification for their use of the patented technology.

The court's decision in this case highlights the importance of intellectual property rights and the need for companies to protect their innovations. It also serves as a warning to companies that might consider infringing on the intellectual property of others which could result in costly legal battles and damages to be paid to the right-holder and cause further damage to the reputation of the infringing company.