

Federal Court



Cour fédérale

Date: 20210622

Docket: T-987-20

Citation: 2021 FC 636

Toronto, Ontario, June 22, 2021

PRESENT: Mr. Justice Diner

BETWEEN:

**KAIRA DISTRICT CO-OPERATIVE MILK
PRODUCERS' UNION LIMITED and
GUJARAT COOPERATIVE MILK
MARKETING FEDERATION LTD.**

Plaintiffs

and

**AMUL CANADA, MOHIT RANA, AKASH
GHOSH, CHANDU DAS, and PATEL
PATEL**

Defendants

JUDGMENT AND REASONS

I. Introduction

[1] The Plaintiffs, Kaira District Co-operative Milk Producers' Union Limited ("Kaira") and Gujarat Cooperative Milk Marketing Federation Ltd. ("Gujarat"), filed a statement of claim alleging breaches of trademark and copyright in Canada through the Defendants' LinkedIn

website, advertising their product, using their brand image and name, as well as corporate information.

[2] The Plaintiffs perfected substitutional service, and have made numerous unsuccessful attempts to elicit a response from the Defendants, including through service of the materials filed with this Motion. Despite these efforts in advance of and since the filing of their Statement of Claim filed in November 2020, the Defendants have never responded to any of the materials duly served pursuant to the *Federal Court Rules*, SOR/98-106 [Rules], or this Court's Orders and Directions stemming from Prothonotary Kevin Aalto's Order for substitutional service, as well as the direction pursuant to a status review.

[3] As a result, the Plaintiffs brought this *ex parte* Motion for Default Judgment, pursuant to Rules 210 and 212, and in writing pursuant to Rule 369. The Court requested an oral hearing to address certain questions arising from the written materials. For the reasons outlined below, the Court will grant this motion for default judgement, along with the relief sought.

II. Background to this Action

[4] Kaira, established in India in 1946, is in the business of the manufacture and marketing of milk products, with 3.2 million producer members with a milk collection average of 14.85 million litres per day. Its trademark AMUL is India's largest food brand and a "well-known trademark" in India. Its representative deposes that Kaira's trademark AMUL is the world's largest vegetarian cheese brand and the world's largest pouched milk brand.

[5] Gujarat markets and sells a wide variety of consumer edible products such as ghee, cheese, butter, ice creams, yogurts, beverages, milk, cream, and related products (milk powder, condensed milk, buttermilk), as well as coffee, spreads, chocolates, candies, desserts, and breads.

All have the AMUL mark prominently displayed. The Plaintiffs market Kaira's trademarks internationally, including in Canada.

[6] AMUL is a coined term. The Plaintiffs explain that it comes from the first letters of the Plaintiff Kaira's earlier name (Anand Milk Union Limited) and also from the Sanskrit word "Amulya" which means "priceless and precious". It has been continuously used since 1955 and is widely known in India, having been the subject of films. It has also been extensively advertised in India and abroad for over 60 years in magazines, newspapers, radio and television, and now, the Internet, through their own website as well as online through Google and YouTube.

[7] The Plaintiffs depose that Gujarat and Kaira have offered for sale, advertised, sold, and distributed certain AMUL trademarked goods in Canada since 2010. Specifically, Kaira is the registered owner of Canadian Trademark Registration No. TMA877339, registered on May 7, 2014, for the trademark AMUL, which has been used in Canada since June 30, 2020, in association with the goods "milk products".

[8] Kaira owns the Canadian trademark design having the expression "Amul The Taste of India", which has been used in Canada since as early as June 30, 2010, in association with the goods "coffee, tea, cocoa, coffee substitutes, sugar, milk chocolates [*sic*], bread, biscuits, cakes, pastry and confectionery, salt, sauces and spices" as well as "milk products". Kaira also contends

that it owns the corresponding common-law rights to the design trademark. Similarly, Kaira also owns the mark and design having the expression “Amul Pasturized [*sic*] Butter utterly butterly delicious”, used in association with the dairy products, edible oils and fats.

[9] Finally, the Plaintiffs own copyright in the designs associated with these trademarks.

[10] Kaira contends that it owns all corresponding common-law rights to the above marks. It also has two websites, www.amul.com and www.amuldairy.com, prominently displaying their trademarks and products. The Plaintiffs state that these trademarks and associated products have become well known in Canada, India, and throughout the world.

[11] The Plaintiffs depose, and have provided some evidence of, sales in Canada. They state that these sales, along with extensive advertising and promotion, have allowed their trademarks to become well known and distinctive in Canada as identifying their brand and associating the marks with their high-quality goods. They have acquired goodwill starting in India and then through the years around the world. The Plaintiffs allege that there is also goodwill in Canada, at least amongst Canadians of Indian origin.

[12] Before bringing this action, the Plaintiffs attempted to have the Defendants cease and desist in their activities, namely, the advertising, marketing, offering for sale, selling, and providing goods identical to the Plaintiffs’ goods in Canada with the trademarks and trade names AMUL and Amul Canada Limited through LinkedIn. The Defendants are not only using the exact marks and designs belonging to the Plaintiffs, but they are claiming to be the Plaintiffs,

through copying the information available on the AMUL websites regarding the Plaintiffs' background and activities.

[13] The corporate Defendant, Amul Canada, also has an icon to “see jobs” and “follow” Amul Canada on its LinkedIn page. At the time of notarization of the Affidavit of the Plaintiff's Representative, it had 177 followers. Amul Canada also purports to have employees in Canada. Akash Ghosh and Chandu Das, two of the Defendants, are listed on the Amul Canada page, and there is also an icon to “see all employees”. The Amul Canada page states:

Amul is an Indian dairy cooperative, based in Anand that is situated in the state of Gujarat, India. Formed in 1950, it is a brand managed by a cooperative body, the Gujarat Co-operative Milk Marketing Federation Ltd. (GCMMF), which today is jointly owned by 3.6 million milk producers in Gujarat. Its consistent adherence to quality, customer focus, and dependability, GCMMF has received numerous awards and accolades over the years. Of all its products, Amul butter is looking for expansion in Canada now.

[14] Four Amul Canada “employee” pages are also annexed to the Affidavit, namely one for each of the four individual Defendants. Mr. Das is listed as a “Sales Store Checker”, Mr. Rana as an “Assistant Manager”, and Mr. Patel as a Technician, all at Amul Canada. The fourth, Mr. Ghosh is simply identified as “amul at Amul Canada”.

[15] The Plaintiffs have never licensed nor provided consent for either Amul Canada or any of the four individual Defendants to use the Plaintiffs' trademarks and copyrights in any manner. Despite the efforts outlined above, they have not managed to ever receive a response, electronically or otherwise, from the Defendants.

III. Issues Raised and Analysis

[16] This Motion raises two issues, namely whether (i) procedurally, the Plaintiffs have properly brought this Motion, and (ii) substantively, whether they have proved that a Default Judgment should issue, and their relief sought should be granted.

A. *The Plaintiffs have satisfied the requirements to bring this Motion for Default Judgment*

[17] As described above, the Defendants have not responded to any communication, and had no presence at the address listed in their LinkedIn pages advertising “Amul Canada”.

[18] Prothonotary Aalto, in his November 10, 2020 Order for Substitutional Service under Rule 136 of the Rules (“Order”), noted that the Plaintiffs were unable to physically locate the Defendants who had been “evading service and failing to acknowledge receipt of the statement of claim” (Order at p 2). Under Rule 204, pleadings closed thirty (30) days after substituted service was perfected as of that Order.

[19] No acknowledgement has been received to either the Order, or any subsequent communication including from the Court or the Plaintiffs regarding the steps pursuant to a Notice of Status Review issued by the Court on March 19, 2021. This included a lack of response to the Plaintiffs’ Written Submissions in response to the Status Review, filed on April 6, 2021, or Prothonotary Martha Milczynski’s Direction of April 27, 2021, directing that the Status Review be held in abeyance pending this Motion.

[20] By failing to respond to this action in any manner, including prior Court directives, the payment of Costs issued against the Defendants, jointly and severally, and/or responding to service and subsequent communications in these proceedings at their social media pages, I agree with Prothonotary Aalto that the Defendants have engaged in evasive conduct since the start of these proceedings.

[21] The Defendants' evasive conduct has not abated since Prothonotary Aalto issued his Order, nor in fact before these proceedings commenced. It started with the Defendants' failure to respond to a cease and desist letter sent to the Corporate Defendant on January 27, 2020, before the Plaintiffs filed this action, and has continued through an absence of any attempt to deny the claims of trademark and copyright infringement, whether through the filing of a statement of defence, a request for extension of time, a response to the status update filings, or any other communication with the Plaintiffs or Court.

[22] Having exhausted all reasonable attempts to have the Defendants cease and desist their conduct both prior to and through the commencement of these proceedings, I find that the Plaintiffs have every right to bring this Motion for Default Judgment under Rule 210 in the *ex parte* manner that they have, and indeed have little choice to do otherwise, to stop what is by any objective standard a blatant abuse of their intellectual property, as I will explain next.

B. *The Plaintiffs have proved that a Default Judgment should issue, and their relief sought should be granted*

[23] Under a Motion for Default Judgment, the plaintiffs must establish, on a balance of probabilities, that (i) that the defendants are in default of filing a statement of defence, and (ii) that the defendants are liable for the causes of action in the claim (*TFI Foods Ltd v Every Green International Inc*, 2021 FC 241 at para 5, citing and *Louis Vuitton Malletier SA v Yang*, 2007 FC 1179 [*Louis Vuitton*] at para 4.

[24] Clearly, under the first consideration, the Defendants have failed to file a Statement of Defence, or anything else, in response to these proceedings, and thus meet the first ground of the requirement for Default Judgment.

[25] As for the breaches alleged under the second consideration, as will be explained with respect to the provisions infringed, I find that the Defendants' conduct exceeds the usual case of confusion caused by slight alterations of the mark, similar description of copyrighted material, or modification of a design. Rather, they are using, without any colour of right, an exact duplicate of the Plaintiffs' mark, and an exact copy of their copyrighted material.

(1) Passing Off under section 7(b) of the *Trademarks Act*

[26] The common law action for passing off has been statutorily codified in section 7(b) of the *Trademarks Act*, RSC 1985, c T-13 [*Trademarks Act*]. The elements for establishing passing off are: (i) the existence of goodwill; (ii) the deception of the public due to misrepresentations; and

(iii) actual or potential damages to the plaintiff (*Ciba-Geigy Canada Ltd v Apotex Inc*, [1992] 3 SCR 120 at 132 [*Ciba-Geigy*]; *Sadhu Singh Hamdard Trust v Navsun Holdings Ltd*, 2021 FC 602 at para 48; *H-D USA, LLC v Varzari*, 2021 FC 620 [*H-D USA*] at para 33).

[27] Here, I find that each of the three elements is met. First, “the claimant must establish goodwill in respect of the distinctiveness of the product” (*Kirkbi AG v Ritvik Holdings Inc*, 2005 SCC 65 [*Kirkbi*] at para 67). The Plaintiffs have clearly developed goodwill in their brand, design, and company names. Not only has the Amul brand existed for well over 50 years and is advertised globally through online and other channels – and thus acquired distinctiveness over time – but the sample 2013 and 2020 invoices provided with its motion materials demonstrate importation into Canada of well over \$100,000 of Amul dairy products in each of those years, and the volumes of milk and cheese distribution illustrate that Amul products have a reputation within at least a certain segment of consumers of its dairy products in Canada.

[28] Second, misrepresentation is creating confusion in the public. It may be wilful and thus deceitful, or it may also be negligent or careless (*Kirkbi* at para 68). The requirement to prove misrepresentation is satisfied if the trial judge concludes that the defendant has adopted and used a mark or name that is likely to be confused with the plaintiff’s distinctive mark, name, or design in which the plaintiff owns goodwill or a secondary meaning. The fact that the misrepresentation is innocent is no defence (Donald M. Cameron, ed, *Canadian Trademark Law Benchbook*, 3rd ed (Toronto: Thomson Reuters, 2019) at 231).

[29] There is no indication of innocent misrepresentation in this case. Quite the opposite, the Defendants have engaged in intentional misconduct and deliberate deceitful conduct. The Defendants have directed public attention to its business in such a way as to cause confusion in Canada between the goods and business of the Defendants, and those of the Plaintiffs.

[30] Finally, damage cannot be presumed. There must be some evidence of “proof of actual damage or the likelihood of damage”. However, the form of damage is unrestricted and the authorities are clear that a trademark owner can suffer damage from a loss of control over its mark (*United Airlines, Inc v Cooperstock*, 2017 FC 616 at para 86). The resulting harm to the trademark owner’s goodwill and reputation arising from the respondent’s conduct is sufficient to meet the third element of the test for passing off (*Subway IP LLC v Budway, Cannabis & Wellness Store*, 2021 FC 583 [*Subway*] at para 34). There are clearly potential damages that could have related, whether through sales, marketing, distribution, and/or recruiting employees, through the unauthorized guise of Amul Canada. As the Plaintiffs emphasize in their written representations (at both paras 35 and 59):

If customers consume the wares and services provided by the Defendants in association with the Plaintiff’s trademarks and are unsatisfied, these customers are unlikely to consume or recommend the Plaintiffs’ wares and services in the future. This can cause serious long-term effects on the sustainability of the Plaintiffs’ business by a reduction of sales [*sic*] in Canada.

[31] Having determined that the Plaintiffs have clearly satisfied all three elements of the passing off test set out above, I find this to be a clear case of passing off.

(2) Sections 19 and 20 of the *Trademarks Act*

[32] The Plaintiffs have a registered mark. This gives the owner of the trademark the exclusive right to its use throughout Canada in respect of those goods under section 19 of the *Trademarks Act*.

[33] Paragraph 20(1)(a) of the *Trademarks Act* provides that the right of the owner of a registered trademark to its exclusive use is deemed to be infringed by any person who is not entitled to its use under this Act and who sells, distributes, or advertises any goods or services in association with a confusing trademark or trade name. The Defendants have advertised the Plaintiffs' trademark in association with goods listed in the Plaintiffs' registration through their LinkedIn page in the name of Amul Canada (*Diageo Canada Inc v Heaven Hill Distilleries, Inc*, 2017 FC 571 at para 55).

[34] It is unclear, through reading the LinkedIn pages on the record, what the Defendants hope to achieve through their unauthorized advertising of the Amul company information and use of the Plaintiffs' mark on the Amul Canada site. At a minimum, the Defendants are falsely advertising their desire to increase butter sales in Canada, so that they may attract further interest in the company, potentially hoping to attract more purported employees, distributors and/or consumers through these social media pages.

[35] In my view, this unauthorized use of the Amul mark is sufficient to infringe paragraph 20(1)(a) of the *Trademarks Act* for having advertised goods which they are not entitled to do.

(3) Section 22 of the *Trademarks Act*

[36] The Plaintiffs say that the Defendants have also infringed subsection 22(1) of the *Trademarks Act*. To be successful on section 22, the Plaintiffs must prove: (i) their registered trademark was used by the Defendants in connection with the goods; (ii) their trademark is sufficiently well known to have significant goodwill attached to it; (iii) their trademark was used in a manner likely to have the effect on that goodwill; and (iv) the likely effect would be to depreciate the value of its goods (*Veuve Clicquot Ponsardin v Boutiques Clicquot Ltée*, 2006 SCC 23 [*Veuve Clicquot*] at para 46; *H-D USA* at para 44).

[37] Section 4 of the *Trademarks Act* states that a trademark is deemed to be used in association with goods if, at the time of the transfer of the property in or possession of the goods, in the normal course of trade, it is marked on the goods themselves or on the packages in which they are distributed or it is in any other manner so associated with the goods that notice of the association is then given to the person to whom the property or possession is transferred.

[38] In the hearing, the Plaintiffs admitted that they have no evidence of the Defendants' sales in association with the Plaintiffs' trademark. The only evidence the Plaintiffs have is that listed above – the Defendants social media postings on LinkedIn advertising the AMUL marks.

[39] The purposes of the goodwill assessment for depreciation under section 22 is different from that for passing off under section 7(b). Relevant factors for assessing goodwill for the purposes of section 22 include fame, degree of recognition, volume of sales, depth of market

penetration, extent and duration of advertising and publicity, geographic reach, inherent or acquired distinctiveness, channels of trade, and the extent to which the mark is identified with a particular quality (*H-D USA* at para 47, citing *Veuve Clicquot* at para 54). While the Plaintiffs have established goodwill under the section 7(b) *Ciba-Geigy* passing off test, they have not met the test for depreciation under section 22.

(4) Section 27 of the *Copyright Act*

[40] Section 27(1) of the *Copyright Act*, RSC 1985, c C-42 [*Copyright Act*] states: “it is an infringement of copyright for any person to do, without the consent of the owner of the copyright, anything that by this Act only the owner of the copyright has the right to do”. Copyright is defined in subsection 3(1) as “... the sole right to produce or reproduce the work or any substantial part thereof in any material form whatever...”. Thus, to demonstrate that the unauthorized reproduction of a work constitutes infringement, the Plaintiffs must show that the Defendants have (i) produced or reproduced the work, (ii) in any material form; and (iii) that all or a substantial part of the work has been copied (for elements of these requirements, see *Théberge v Galerie d’Art du Petit Champlain inc*, 2002 SCC 34 at para 42, and *Cinar Corporation v Robinson*, 2013 SCC 73 at para 24).

[41] In reproducing the copyrighted Amul design and corporate information, the Defendants have copied not only the mark, but also the Plaintiffs’ literature as prominently displayed on their websites (www.amul.com and www.amuldairy.com). The image and wording used is not simply strikingly similar, as has been found to establish copyright infringement in many other cases

(see, for instance, *Popsockets LLC v Case World Enterprises Ltd*, 2019 FC 1154 at para 38).

Here, the image and wording used is an exact copy of that owned by the Plaintiffs.

[42] As the legislation clearly states, the owner of copyright has the sole right to produce and reproduce the work or any substantial part thereof. I therefore agree with the Plaintiffs that the Defendants have reproduced the Plaintiffs' copyrighted material without their consent and infringed the Plaintiffs' rights to exclusive use of its copyright contrary to section 27 of the *Copyright Act*.

(5) Service Pursuant to Order for Substitutional Service

[43] Finally, I note that under Rule 211 of the Rules, judgment shall not be given against a defendant who is in default where service of the statement of claim was effected pursuant to an order for substitutional service, unless the Court is satisfied that it is just to do so having regard to all the circumstances. The Court must be satisfied that the defendant is aware of the action (*Louis Vuitton* at para 14; *Canada (Citizenship and Immigration) v Rubuga*, 2015 FC 1073 at para 51; *Cuzzetto v Business in Motion International Corporation*, 2014 FC 17 at para 80).

[44] Given the situation outlined above, including the lack of any willingness to engage with the Plaintiffs or in the court process, the total failure to comply with the Rules and rulings, all of which prevented any opportunity to arrive at a negotiated resolution of this dispute, I am satisfied that default judgment is just, having regard to all the circumstances.

IV. Damages and Relief Sought

[45] The Plaintiffs seek the following remedies, and provided the Court with a draft order along with its written representations in support of this motion.

[46] After oral submissions, the Plaintiffs submitted an amended draft Judgment and Order, revising their original request for relief. In their revised draft, the Plaintiffs seek to order that:

The Defendants, and any other persons over whom they exercise control:

- a) be permanently enjoined from infringing the trademark and copyright of the Plaintiffs, depreciating the value of the goodwill in the Plaintiffs' trademark registration, and causing continued confusion;
- b) transfer ownership and all rights to their LinkedIn and social media accounts displaying their trademark or copyright;
- c) provide contact information for all entities that have contacted the Defendants about the Defendants' business through the LinkedIn pages;
- d) pay damages in the amounts of \$10,000 for trademark and \$5,000 for copyright infringements; and
- e) pay lump sum legal costs on a solicitor and client basis of \$17,733, payable forthwith.

[47] Regarding item b), I find that the Plaintiffs have been left with little choice but to seek the remedies that they request. While somewhat unusual, when in the realm of social media, this Court has provided similar relief in the past (see, for instance, *Thoi Bao Inc v 1913075 Ontario Limited (Vo Media)*, 2016 FC 1339 at para 5).

[48] Regarding item d), the Plaintiffs acknowledge that quantification of damage resulting from the infringements is a highly challenging exercise in these circumstances. As might be expected without any communication, response, or engagement whatsoever from the Defendants, the extent of sales and results of marketing, advertising, and recruiting on LinkedIn, and the resulting damage to the Plaintiffs' intellectual property through the trademark and copyright infringement, is virtually impossible to quantify.

[49] Obviously one consequence of using the AMUL designed and coined name, which the evidence before the Court clearly shows is known in India and around the world by, at minimum, consumers of the Plaintiffs' products and viewers of their marketing, is that the Defendants have confused certain individuals, job-seekers, distributors, and/or corporations who viewed their social media pages.

[50] The Plaintiffs say that they have no way of knowing the number of people, such as employees or distributors, who might have contacted the Defendants, but the 177 followers on their corporate LinkedIn page suggests that there are a significant number of people who continue (through their continued following of Amul Canada) to wrongly believe that the Defendants are associated with or authorized by the Plaintiffs to advertise, market, sell, and/or to attract job-seekers, through the unauthorized posting of AMUL images and corporate information. In addition, others who are not currently following the Defendants' social media accounts, might have been deceived in the past, or at least confused by the use of the Plaintiffs' trademarked and copyrighted material.

[51] At a minimum, even if the Defendants have not been improperly using the Plaintiffs' protected materials to generate sales, the confusion that they have caused can certainly have led to a loss of potential customers, prospective employees, and control by the Plaintiffs over their trademarks (*Parsons Inc v Khan*, 2021 FC 57 [*Parsons*] at para 28).

[52] In oral argument, the Plaintiffs submitted that they suspect that the Defendants are looking to solicit prospective employees or distributors. At worst, it is possible that the Defendants have used the protected materials for nefarious purposes, such as phishing for personal information, improperly recruiting potential employees, and/or distributors (see, for instance, *Parsons* at para 3).

[53] Considering all the circumstances, and mindful of damages awarded in analogous trademark proceedings where intellectual property ownership has clearly been breached, I find the trademark-related damages sought by the Plaintiffs to be reasonable and proportionate to the conduct of the Defendants (*Subway; Parsons; Trans-High Corporation v Hightimes Smokeshop and Gifts Inc*, 2013 FC 1190).

[54] As for copyright, in pursuing statutory breaches, statutory awards can range from \$500 to \$20,000 per breach under paragraph 38.1(1)(a) of the *Copyright Act* (*Royal Conservatory of Music v Macintosh (Novus Via Music Group Inc)*, 2016 FC 929 at para 108). Once again, given the evidence of five incidences arising only from the posting of the social media pages, and without considering any further incidences each time those pages are viewed by the 177

followers, and any other viewers, I find the \$5,000 amount sought to once again be reasonable and proportionate in the circumstances.

[55] Finally, regarding item e) sought above, the Plaintiffs seek legal costs on a solicitor and client basis. Again, while unusual, I find that the Defendants' conduct in these circumstances – including ignoring all communication attempts from the Plaintiffs and the Court, flouting court orders, including for the payment of prior legal fees, and deliberate and inexcusable violation of the Plaintiffs' intellectual property rights, warrants full indemnification of the Plaintiffs' legal costs on a solicitor client basis pursuant to Rule 400(6)(c) (*Louis Vuitton Malletier SA v Singga Enterprises (Canada) Inc*, 2011 FC 776 at para 184; *Aquasmart Technologies Inc v Klassen*, 2011 FC 212 at para 75).

[56] The Plaintiffs' Bill of Costs sets out the various steps undertaken with respect to this action, this motion, and related expenditures, including disbursements expended for process servers. I find the Bill of Costs, like the other quanta sought for the trademark and copyright infringements, to be reasonable and proportionate with the attempts to halt the brazen unauthorized use of the Plaintiffs' intellectual property.

JUDGMENT in T-987-20

THIS COURT'S JUDGMENT is that:

1. The Defendants have directed public attention to their business in such a way as to cause or be likely to cause confusion in Canada, at the time they commenced so to direct public attention to them, between their business and the goods and business of the Plaintiffs, contrary to section 7(b) of the *Trademarks Act*.
2. The Defendants have infringed the exclusive trademark rights of the Plaintiffs, contrary to sections 19 and 20(1)(a) of the *Trademarks Act*.
3. The Defendants have infringed the copyright of the Plaintiffs, contrary to section 27 of the *Copyright Act*.
4. The Defendants, as well as all others over whom any of the Defendants exercise control, are hereby permanently enjoined from infringing the trademark and copyright of the Plaintiffs, and directing public attention to the Defendants' goods, or business in such a way as to cause or be likely to cause confusion in Canada, between their goods and business and the goods and business of the Plaintiffs, by adopting, using, or promoting AMUL, as or as part of any trademark, trade name, trading style, meta-tag (or other internet search engine optimization tool or device), corporate name, business name, and domain name (including any active or merely re-directing domain name), or the use of any trademark or copyright of the Plaintiffs.

5. The Defendants shall transfer to the Plaintiffs or their counsel within thirty (30) days of the date of this Judgment, ownership and all rights access, administration, and control for and over the LinkedIn pages/accounts listed below, together with any other LinkedIn pages/accounts, domain names and social media pages registered to or controlled by the Defendants displaying the Plaintiffs' trademark or copyright:
 - a. <https://ca.linkedin.com/company/amul-canada>;
 - b. <https://www.linkedin.com/in/mohit-rana-b1244016a/>;
 - c. <https://www.linkedin.com/in/akash-ghosh-46674a188/>;
 - d. <https://www.linkedin.com/in/chandu-das-4299bb193/>; and
 - e. <https://www.linkedin.com/in/patel-patel-18109615a/>.
6. The Defendants shall take any and all further steps necessary to complete such transfer within thirty (30) days of the date of this Judgment, including directing LinkedIn and any applicable Registrar(s) to transfer ownership and all rights of access, administration, and control for and over such pages/accounts to the Plaintiffs.
7. The Defendants shall provide a listing and contact information for all entities that contacted the Defendants about the Defendants' business through the LinkedIn pages in item 5 above.
8. The Defendants identify to the Plaintiffs, under oath, all persons acting with or assisting the Defendants with the activities indicated above.

9. The Plaintiffs are awarded damages in the amount of \$10,000 for actions contrary to the *Trademarks Act*.

10. The Plaintiffs are awarded damages in the amount of \$5,000 for actions contrary to the *Copyright Act*.

11. The Plaintiffs are awarded costs in the lump sum of \$17,733, payable forthwith by the Defendants (all costs being inclusive of taxes).

“Alan S. Diner”

Judge



LEGALERA
BY THE PEOPLE. FOR THE PEOPLE. OF THE PEOPLE

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET: T-987-20

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APPEARANCES:

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