**Notice Regarding Breach /Passing Off The Trade Mark**

Date……………

To

SM & Sons.

(Address)

Notice regarding Breach/Passing off the Trade Mark

Dear Sirs

As Per instructions from our client…..Ltd. we state as follows:

Our client doing business being manufacturer/dealing in Water Filters under Trade Mark ….. for Water Filters and its components.

The said Trade Mark ……. has been advertised in the News-papers

Our client has been using the said Trade Mark ……since 1950, acquiring a distinguished feature concerning goods of our client by such extensive/continued use of said Trade Mark/advertisements. The high standard of working of Water Filters ….. has won the minds of the public with our client's goods. Our client being established manufacturer/dealer for Water Filters.

Our client's has come to know that you have been manufacturing/selling Water Filters. under a Mark ……. The get-up, mark and packing of your Water Filters are fraudulently alike to that our client's Water Filters, according to look.

You knew our client's said ….. Water Filters at the time of your first trade enquiries, market research and starting your factory and selling the products. Despite  such know how of our client's Trade Mark/products the manufacturing/selling of your Water Filters with the Mark ……were with the mala fide motive in trading over our client's reputation/goodwill as made by our client by spending huge amounts apart from expenditure for research/development of our client's Water Filters.

Your product per Mark ……….in the market and our client's Trade Mark ……..have emerged cheating and perplexed the mind public and particularity the intending user in Water Filters.

 By your erroneous using Mark ….. for selling the Water Filters knowing completely our client's set up Trade Mark …..for Water Filters, you have become liable under Civil and Criminal actions under  Trade and Merchandise Marks Act 1958.

In the last, we ask you to stop/cease at once using the Mark ……. and expressly consent for demolishing all your dies, blocks, labels and cartons with printed/packing materials by giving undertaking convincing our client's.

In case you do not replay by two weeks from the date of receipt of this notice we have instructions to take proper legal actions against you without any notice and in that event you will be held completely liable for all costs and results thereto.

Yours faithfully

Signature of Advocate.