**Trademark Infringement Notice Format**

To,                                                                                           Date:

Noticee Name

Address

Phone number

SUBJECT: “Legal Notice for Infringement/Passing off our Trademark by using our Brand Name “(Brand Name)” and cheating consumers by using our trademark

Under instructions from and on behalf of our client named, **(name of company or person whose legal right violated)**,  having registered office at **(Address)**, without foregoing and without prejudice to the legal rights and remedies available to our client, we hereby issue and serve upon you, the aforesaid Noticee the following Legal Notice for the cause stated as under:

1. That our client is a Private Limited Company incorporated under the Companies Act,1956. Our client is one of the prominent company which has established its name with utmost hard work and perfection and has attained a high degree of reputation and goodwill in the business by helping its business to grow and to take the venture to the next level.

2. Our client carries on business of Restaurants under the Trade Mark “ **Brand Name**” with Device under Class 43 and the said Trade Mark has been advertised in the Newspapers and particularly in the Trade Marks Journal no……… and the application number is …………….

3. That our client has been using this trademark since (**Date)**and the same has been renewed till 24/11/2026. Our client has been using the said Trade Mark “**Brand Name**” since 2006, which has acquired a distinctive feature in respect of the services of our client by such continued and extensive use of the said Trade Mark. The high standard of the performance of the “ **Brand Name**” restaurants has come to be exclusively associated in the minds of the public with our client’s brand.

4. That our client is a big brand and known for providing good quality of food or services under the Trademark ” **Brand Name** ” and established a good reputation in the field of Restaurants and due to high demand and fame, Now there are many Franchisee ventures of ” **Brand Name**” in Pune and Ahmedabad, and it also runs ” **Brand Name**” restaurant in Noida

5. It has come to our client’s knowledge that you have been providing restaurant services under our Mark **“Brand Name”** with intention to cheat consumers by using their trademark/brand. That you, the Noticee is registered with Zomato with the name “**Brand Name”,** which is infringement of our client’s trademark and the same is a punishable offence.

6. That our client has been using this mark for more than 13 years, and the same is protected under the Trademark Act,1999. You were aware of our client’s brand and in spite of such knowledge you the noticee has been using our client’s brand and Trade Mark for providing Restuarant Services with the mala fide intention to trade over our client’s goodwill and reputation which our client has built up by spending huge amounts.

8. That you, the Noticee is trying to take advantage of our client’s goodwill and reputation in the market for your business, which is an offence not only towards our client; in fact, you are misleading consumers also.

8. That you the Noticee is very well aware of this act and you, the noticee is misusing our client’s mark for your restaurant service with the intention to confuse consumers for wrongful gain to you. You, the Noticee have made yourself liable to legal proceedings for both Civil and Criminal under the Trademark Act,1999.

9. That you, the Noticee is cheating innocent Consumers also by using our client’s mark by giving the impression of our brand and the same is prohibited and punishable under the Consumer Protection Act, and our client’s reputation in the market is also at stake due to misuse of our client’s mark by you the noticee.

12. That you will immediately de-register / stop your restaurant services in our Client’s Trademark  from Zomato website and send the confirmation of this to my email id mentioned in this notice.

14. In the event the aforesaid requirements of our client pertaining to written apology and refund are not fulfilled within 15 days of the receipt of this notice, we will be left with no other option but to initiate legal proceedings both civil and criminal

15. That you, the Noticee is further called upon to pay our client an amount of Rs. 15000/- (Rs. Fifteen Thousand Only) towards the cost of this notice. Further, you, the Noticee shall ignore this notice at your own peril and cost.

16. Please further note that this notice is without prejudice to the right of our client to initiate any other legal proceeding before the court of law to get justice for the same.

COPY RETAINED

Yours Sincerely,

(Advocate Signature)