

Name of the case, the names of the parties: **Parfums Christian Dior SA and Parfums Christian Dior BV v Evora BV**, C-337/95

Parfums Christian Dior SA and Parfums Christian Dior BV is the plaintiff, Evora BV is the defendant.

Facts: The plaintiff is the producer of luxurious perfumes, which are sold in the whole world by the different sellers, which are selected exclusively by the plaintiff. Also the plaintiff has registered brand mark of his products, namely bottles of the perfumes and boxes, in which they are sold. The defendant has not any agreement with the plaintiff to sell their products, despite he sold the products during Christmas time in 1993 without permission. In addition, the unlicensed seller made an advertisement with pictures of the products, thereby he broke the license of brand mark.

Issue: Whether the defendant can make an advertisement with imitations of products, which are under the license?

Procedural history: First instance (Rechtbank te Haarlem) ruled in favour of the plaintiff because of the dissonance of pictures made by the defendant and the real luxury appearance of perfumes, so the defendant could desist from breaching of registered brand mark of perfumes. The court of appeal canceled the ruling, because he thought that the damage of goodwill of brand mark is caused only by the change of physical condition. The plaintiff made a complaint by Hoge Raad, because he thought that the condition of goods is also determined by the immaterial condition- e.g. attractiveness or atmosphere of luxury. The Hoge Raad ruled that this case could be solved by the court of countries "BENELUX", which has the main role in the interpretation of uniform statutes for the countries of "BENELUX". This court ruled that the seller thus has to deal without bad manner and protect the brand mark from the influence of degrading advertisement, not to damage the attractiveness of brand mark as the symbol of luxury.

Reasoning of the court: The court reasoned, that the seller can use the brand marks to advertise the products, but the seller do not damage the goodwill of the owner.