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Civil Suit (Comm.Div.) No.209 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 04.07.2024

CORAM

THE HONOURABLE Mr. JUSTICE P.VELMURUGAN

Civil Suit (Comm.Div.) No. 209 of 2023

MRF Limited
114, Greams Road
Chennai - 600 006
Represented by its Power Agent
Mr.P.Pratap Varma
Plaintiff

...

Vs.

1. Karpaga Vinayagar Tyres
167 E, Siddhan Complex
Attur Bye Pass Road
Seelanaickenpatti, Salem
Tamil Nadu - 636 201
Represented by its partner
Mr.I Jayaram.

2. I Jayaram

3. S.Karthikeyan

... Defendants

Civil Suit has been filed under Order VII Rule I of Civil Procedure Code, 1908 and Order IV Rule 1 of High Court Original Side Rules,



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1994 read with Sections 29, 134 and 135 of the Trademarks Act, 1999 read with Sections 51, 52, 55 and 62 of the Copyright Act, 1957 and Section 7 of the Commercial Courts Act, 2015, prays for a judgment and decree against the defendants on the following terms :

a) declare that the defendants have violated terms and conditions of 'MRF TYRES AND SERVICE FRACHISE AGREEMENT' executed on 10.04.2015 by continuing the Franchise business after its termination on 24.06.2023;

b) a permanent injunction restraining the defendants by themselves or through their men, partners, proprietors, stockiest , dealers, servants, agents, franchisees, successors in interest, licensees, assignees, representatives or any of them from in any manner passing off or enabling passing off of the products either of the competitor of the plaintiff Company under the trademarks of plaintiff Company 'MRF', 'MRF TYRES & SERVICE', MRFT MUSCLEMAN', 'MRF TYRES & SERVICE FRANCHISE' & 'MRF TYRES AND SERVICE FRANCHISEE' detailed in Schedule A or any other deceptively similar trade and service as and for the goods of the plaintiff or by use of the said trademark or any other identical / similar mark as its corporate name or



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any trading style comprising the essential expression 'MRF', 'MRF TYRES & SERVICE', 'MRFT MUSCLEMAN', 'MRF TYRES & SERVICE FRANCHISE' & 'MRF TYRES AND SERVICE FRANCHISEE' in any other manner whatsoever in Schedule B showroom;

c) a permanent injunction, restraining the defendants by themselves or their men, partners, proprietors, stockiest, dealers, servants, agents, franchisees, successors in interest, licensees, assignees, representatives or under any them, from in any manner infringing the plaintiff's popular registered trademarks 'MRF', 'MRF TYRES & SERVICE', 'MRFT MUSCLEMAN', 'MRF TYRES & SERVICE FRANCHISE' & 'MRF TYRES AND SERVICE FRANCHISEE' detailed in Schedule A by use of any trade mark / trade style that is similar / deceptively similar to the trade mark of the plaintiff or by use of the said trademark or any other identical /similar mark as its trademark or corporate name or in any other manner whatsoever in Schedule B show room;

d) a permanent injunction, restraining the defendants by



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themselves or their men, partners, proprietors, stockiest, dealers, servants, agents, franchisees, successors in interest, licensees, assignees, representatives or under any them, from in any manner from deceptively using the confidential documents and information, trade secrets, operating procedures imparted to defendants and to its employees by the plaintiff Company in the business being conducted at Schedule B showroom by the defendants :

e) a permanent injunction, restraining the defendants by themselves or their men, partners, proprietors, stockiest, dealers, servants, agents, franchisees, successors in interest, licensees, assignees, representatives or under any them, from in any manner from infringing the copyright vested in the plaintiff Company in its design and logos in Schedule D display items exhibited at Schedule B showroom by the defendants;

f) a permanent injunction directing the defendants to stop displaying the display boards and signages detailed in Schedule D hereunder, advertising and packaging materials of the plaintiff Company, operating manuals and confidential documents of the plaintiff Company



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and surrender the display boards, signages, advertising and packaging materials, operating manuals, software and confidential documents to the plaintiff / Company in its original condition subject to normal wear and tear;

g) a permanent injunction directing the defendants surrender to plaintiff for destruction all name boards, packing materials, visiting cards, letterheads, printer bills, cartons, sachets and other goods bearing the trademark 'MRF', 'MRF TYRES & SERVICE', 'MRFT MUSCLEMAN', 'MRF TYRES & SERVICE FRANCHISE' & 'MRF TYRES AND SERVICE FRANCHISEE' or any mark deceptively similar to that of the plaintiff's Trade /Service Marks;

h) a permanent injunction directing the defendants to stop using the machineries detailed in Schedule C hereunder and surrender the machineries to the plaintiff/Company in its original condition subject to normal wear and tear or in the alternative to pay an amount of Rs.21,21,600/- (Rupees Twenty One Lakhs Twenty One Thousand and Six Hundred only) being the invoice value thereof to the plaintiff / Company as consolidated damages, in the event of the failure of the



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defendants to return the machinery;

i) directing the defendants to prepare and submit an account of profits made by them by the unlawful use of the Trade/ Service Mark of the plaintiff and thereafter to pass a final decree upon ascertaining the accounts, in favour of the plaintiff and against the defendants ;

j) the defendants to be ordered to pay a sum of Rs.10,000/- (Rupees Ten Thousand only) per day with effect from 25.06.2023, the date of termination of the 'MRF TYRES AND SERVICE FRACHISE AGREEMENT' until the defendants have returned the Schedule C and D machineries and display items and have stopped exhibiting any Schedule A trademarks in Schedule B showroom;

k) the defendants to be ordered to pay unliquidated damages to the tune of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) for infringing the Trademark, Copyright and Trade secrets of the plaintiff/Company.

l) the defendants to be ordered to pay unliquidated damages to the tune of Rs.20,00,000/- (Rupees Twenty Lakhs Only) for violating the terms and conditions of the 'MRF TYRES AND SERVICE FRACHISE



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AGREEMENT.

m) to appoint an Advocate Commissioner to inspect Schedule B showroom of the defendants and report

(i) the condition of the machineries detailed in Schedule C of the plaint installed in Schedule B showroom of the defendants and

(ii) display items and signages detailed in Schedule D displayed in Schedule B showroom of the defendants.

n) for the costs of the suit.

SCHEDULE A

Sl.No.	Reg.No.	Trade Mark	Class
1.	418892	MRF Muscleman (D)	12
2.	478647	MRF Con.Letter (D)	12
3.	809934	MRF Con.Letter (D)	12
4.	494508	MRF (W)	12
5.	1718207	MRF Dealer Board (B/W)	35
6.	1718206	MRF Dealer Board (Colour)	35
7.	1718200	MRF Dealer Board (Colour)	12
8.	1718201	MRF Dealer Board (B/W)	12
9.	1718210	MRF Dealer Board (Colour)	37
10.	1718211	MRF Dealer Board (B/W)	37
11.	1040371	MRF Tyres & Service Franchisee (D)	12
12.	1040372	MRF TYRES & SERVICE FRANCISEE (D)	12



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Sl.No.	Reg.No.	Trade Mark	Class
13.	1306659	MRF Tyres & Service Franchisee (D)	37
14.	1306657	MRF TYRES & SERVICE (W)	37
15.	2118405	MRF Tyres & Services Franchisee (D)	37
16.	2118404	MRF Franchisee Tyres & Service Franchisee (D)	35
17.	1306667	MRF T & S (W)	37

SCHEDULE B

Showroom of the defendants situated in 167 E, Siddhan Complex, Attur Bye Pass Road, Seelanaickenpatti, Salem, Tamil Nadu – 636 201 situated in the Attur Bye Pass Road.

SCHEDULE C

Sl.No.	Machinery	Estimated Value
1.	Wheel Aligner – Corgi Black Tech XR3D	Rs.10,09,800/-
2.	Wheel Balancer – Corgi EM 9380	Rs.3,46,800/-
3.	Scissor Lift – Corgi – ERCO Scissor Lift 4300	Rs.7,65,000/-



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SCHEDULE D

ITEM	DESCRIPTION	SIZE	QTY (Nos)
Tyre Stands	Tyre Display Rack - SUV	5' X 3.5' X 7'	1
	Tyre Display Racks – Radial	4' X 3.5' X 7'	2
	Tyre Display Racks – Tubeless Radial	4' X 2.5' X 7'	1
	Tyre Display Rack – Two Wheeler	7' X 3.5' X 7'	1
	Tyre Display Rack – Specialty	4' X 3.5' X 7'	1
	New Arrival Display Stand	3' X 3' X 5'	1
	Tyre Display Rack – Truck / LCV	2' X 3' X 4.5'	1
BLOW – Ups/DI SPLA Y	T & S Logo – Mural	7' X 3.5' X 1.25'	1
	Racing Car Display (Fibre Glass)	16' X 4' X 2'	1
	Racing Motor Cycle (Fibre Glass)	7' X 4' X 6'	1
	T & S Service Bay Blow - ups	4' X 3'	4
Dealer Board	Glow Sign Index		1

For Plaintiff : Mr.Thomas T Jacob
For Defendants : Mr.A.M.Esakkiappan

J U D G M E N T

This Civil Suit has been filed seeking permanent injunction for infringement of trademark and copyright, trade secrets and recovery of



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movables and for consequential reliefs.

2. The brief facts as stated in the plaint are as follows :

2.1. The plaintiff/Company – M/s. MRF Limited, is a public limited Company incorporated under the Companies Act, 1956. The plaintiff/Company manufactures rubber products including tyres, treads, tubes and conveyor belts, paints and toys. The plaintiff / Company has emerged as the world's second-strongest tyre maker with a AAA - brand grade. The plaintiff products are not only sold in India, but also exported worldwide and have acquired global recognition and reputation.

2.2. It is the case of the plaintiff/Company that they are the sole owner and exclusive user of the trademark 'MRF', 'MRF TYRES & SERVICE', 'MRFT MUSCLEMAN', 'MRF TYRES & SERVICE FRANCHISE' & 'MRF TYRES AND SERVICE FRANCHISEE' [hereinafter referred to as 'MRF', for brevity] by virtue of their prior and *bona-fide* adoption and use of the mark, since 1960, for which, they also own several trademark registration in various classes for both device mark and word mark. The said registrations have been renewed from time



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to time and continue to be valid and is in force as on date. The plaintiff/Company was automatically vested Copyright protection under Section 2(o) of the Copyright Act, 1957 for the trade secrets and confidential information contained in the operating manuals, training procedures, designs of the logo and display items of the plaintiff/Company. The plaintiff uses their 'MRF' marks as trademark in relation to their vast range of products and services, and as a key, leading, prominent and essential portion of its trade name, corporate name and trading style in respect of various aspects of its operation and activities including its institutions in the field of sports and racing activities. The trademark 'MRF' is embodied on the products / equipment sold by the plaintiff, in its signages put up at commercial locations, factories, advertisement boards, franchisee and dealer shops by express permission. In view of the common law right and in view of prior user, the plaintiff is entitled to use the mark 'MRF' all over India, exclusively in exclusion of others. Over the last 60 plus years, the plaintiff's 'MRF' marks have attained a significant level of reputation and goodwill, in the light of their impeccable quality, promotional efforts, and usage of superior quality inputs. For proper appreciation of the popularity gained over the brand,



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millions of Rupees have been expended in popularizing and advertising MRF marks. Apart from trademark applications / registrations, the plaintiff also owns a domain name. The services and products rendered / provided by the plaintiff can be accessed and availed from the aforesaid website. The details of the trademark and service marks of the plaintiff/ Company are detailed in Schedule A.

2.3. It is the further case of the plaintiff/Company that they are the exclusive copyright owner of the trade secrets shared through sharing of confidential information, confidential documents, designs and systems with the dealer / franchisee in the retail showrooms to run and operate the showroom, on the strength of the agreements executed with them and these agreements reflect the ownership of the said copyright vesting with the plaintiff/Company. The plaintiff/Company gives training to the dealer/franchisee and during the course of transactions with the dealer / franchisee, the dealer / franchisee and their employees will have access and will be using the copyrights of the plaintiff/Company.

2.4. The plaintiff/Company sells products through various business



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models and the flagship product types of the plaintiff/Company through its franchisee or dealers. The first defendant/firm is a partnership firm having its registered office at Salem and the partners of the firm namely, Mr.S.Karthikeyan and Mr.I Jayaraman, (defendants 2 and 3), who were operating as an exclusive dealer of the plaintiff Company's tyre products, applied, vide request letter dated 14.05.2014 to become an exclusive Tyres and Service franchisee (T&S Franchisee) of the plaintiff-Company's tyre products and services. While a dealership will be undertaking only retail sales of plaintiff-Company's tyre products, a franchisee will be undertaking retail sales of plaintiff-Company's tyre products along with services in relation to the tyre products like tyre fitments, wheel balancing, wheel alignment etc. Along with the application form dated 14.05.2014, a letter requesting for display board and signages of the plaintiff / Company, was also submitted and considering the previous relationship with the plaintiff/Company, the plaintiff/Company decided to grant Franchise of Tyres and Services of plaintiff/Company to the first defendant/Firm subject to various conditions.



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2.5. Upon being satisfied with all conditions in relation to the showroom are met, procured machineries from its vendor namely, Aro Equipments Pvt.Ltd., situated in Gurgaon, had to be installed at the upcoming Franchisee showroom of the first defendant/Firm. While so, the plaintiff/Company and the first defendant/Firm, executed an agreement titled 'MRF TYRES AND SERVICE FRANCHISE AGREEMENT' [hereinafter referred to as 'the said Agreement', for brevity] for a period of 6 years to operate the showroom under the branding of the plaintiff/Company. Defendants 2 and 3 are signatories of the first defendant/Firm and their witness affixed the signatures on 02.04.2015 and the plaintiff/Company's official and witness affixed their signature on 10.04.2015. The defendants remitted a sum of Rs.13,00,000/- (Rupees Thirteen Lakhs only) plus applicable taxes towards non-refundable One-time Franchise Grant Fee-cum-Installation Support Fee. Further, as per the said Agreement, the first defendant/Firm was required to remit a monthly sum of Rs.9,000/- (Rupees Nine Thousand only), plus applicable taxes as monthly franchisee fees towards consideration for being permitted to use the machineries and equipment of the plaintiff/Company, as agreed by the parties under the said Agreement. The essence, nature



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and tenure of the said Agreements *inter- alia* can be understood primarily from Clauses 1, 2, 5 and 35 of the said Agreement. As per the said agreement, the plaintiff/Company supplied machineries, signages, designs, trade secrets, confidential information and documents to the first defendant/firm. The details of the machineries handed over and its value are further detailed in Schedule C of the plaint. The signages and display items, its description, dimensions and quantity are more detailed in Schedule D of the plaint. As per the said Agreement, the plaintiff/Company shall have the right to take back all or any of the machinery and equipment so entrusted to the defendants at any time. Further, Clauses 4 and 7 of the said Agreement reiterate the ownership of the machineries and the limited permission granted by the plaintiff/Company to the first defendant/Firm to install and operate the machineries.

2.6. Admittedly, the first defendant/Firm has acknowledged and agreed to permit the plaintiff/Company to take back the machineries at any point of time and also agreed by virtue of Clause 6 in the said



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Agreement not to hypothecate, pledge, transfer or part with the possession of the machinery and equipments and as per Clause 7 of the said Agreement, the same shall be kept safely and returned as originally handed over, subject to normal wear and tear, as required by the plaintiff/Company. Further, Clause 9 contemplates that the first defendant/Firm shall take all necessary insurance policy to cover the machinery and equipments. Clause 23 contemplates that the plaintiff/Company shall provide training to the employees of the first defendant/Firm in relation to the use of machinery and Clause 24 contemplates training and directions to be given by the plaintiff/Company to the first defendant/Firm necessary for operating the Franchise including customer service. Further, Clause 11 of the said Agreement clearly contemplates that the ownership of the display boards and items in Annexure C stands vested in the plaintiff/Company. In the letter dated 14.05.2014, the defendants have clearly undertaken that the display board flex sheet shall be taken down by the defendants and returned to the plaintiff/Company, whenever such requests comes forth and in the eventuality of the expiry/termination of the dealership. It is submitted that the machineries, signages and display boards are given for free and the



ownership in the same stands vested with the plaintiff/Company and the same is reflected in the letter dated 26.06.2015 issued by the plaintiff to the first defendant.

2.7. It is further stated that Clauses 22, 28 to 31, 35, 56 and 57 of the said Agreement clearly contemplate as to how the defendants shall be entitled to use the trademark, copyright and designs of the plaintiff/Company. It is further stated that for the post termination of the said Agreement, the defendants are not entitled to use the machinery, signages and other materials made available to them by the plaintiff/Company and by virtue of Clause 35 of the said Agreement, the defendants have agreed not to use the Schedule B showroom for the business detailed in the said Agreement and by virtue of Clause 56, the defendants are contractually bound to protect the confidential information of the plaintiff/Company for five years post termination, thus inherently agreeing not to use the known-how post five years of termination of the agreement. While that being so, the said Agreement stood terminated on 25.06.2021. However, due to effect of COVID – 19 and other issues at the end of the defendants, the talks for mutual renewal did not gather any



positive outcome.

2.8. Thereafter, the plaintiff/Company issued termination-cum-cease and desist notice dated 05.05.2023 with notice of 45 days' time as contemplated in Clause 34 of the said Agreement. In furtherance to the termination and as stated in the termination letter, an amount of Rs.51,145/- was duly paid to the first defendant towards the Revolving Credit Scheme (RCS) balance and full and final settlement of accounts and also intimated to the defendants to return all items mentioned in Annexures B and C of the said Agreement. The defendants have also received the termination letter and issued a lawyer notice dated 05.06.2023 stating illogical and irrational statements, for which, the plaintiff/Company sent a reply notice, dated 13.06.2023. However, in spite of the same, the defendants are continuing to use the machineries and materials. Thereafter, when the plaintiff/Company's representatives visited the defendants' Showroom on 29.06.2023, the defendants refused to hand over the plaintiff owned machineries, equipments and the promotional/display materials. That apart, the machineries are being used by the defendants without any maintenance, which would result in severe



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irreparable loss and damage to the plaintiff/Company.

The plaintiff states to that extent that the present suit is being instituted as a *quia-timet* action on account of reasonably apprehending acts of infringement. The defendants are trying to establish their business under the identical/similar trade/service mark of the plaintiff to harp on their tremendous reputation and immense goodwill acquired by them. If the defendants misrepresent to the patrons of the plaintiff/Company, the defendants' act of misrepresentation is *mala-fide* and deliberate, which will result in loss of reputation to the plaintiff, thereby leading to confusion in the minds of the end consumers as to the source from which the goods originate. Therefore, the plaintiff/Company has filed the present suit against the defendants for infringement of their trademark, copyright, trade secrets and confidential information, passing-off their goods as and for that of the plaintiff's and return of machineries and sinages and materials detailed in Schedules C and D.

2.9. It is further stated that, apart from Schedule B Franchisee showroom, the defendants also operate another showroom of the



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plaintiff/Company in the category of "Musclezone Franchisee" having its franchisee showroom in the name and style of "Karpagavinayagar Tyre Hub" situated at No.43/1, Bye Pass Road, Kandhampatti, Salem – 636 005. However, the prayers sought herein are only being sought against the showroom of the defendants detailed in Schedule B. Further, the defendants, by virtue of Clause 31 of the said agreement, are also liable to pay mutually agreed liquidated damages amounting to Rs.10,000/- per day for each day, subsequent to termination for default/unauthorised use of the plaintiff/Company's trademarks, copyrights and trade secrets in the Schedule B showroom.

3. The defendants have already forfeited their right to file the written statement, as the written statement has been filed beyond the period of 120 days from the date of receipt of the suit summons. Thereafter, this Court fixed Case Management hearing for trial. As such, P.W.1 was examined in chief in full, however, at the request of the learned counsel for the defendants, the suit was adjourned to 11.03.2024 for cross examination of the defendants. When the matter was taken up for hearing by the learned Master concerned on 11.03.2024. the learned



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counsel for the defendants represented that she received the brief only in the morning and the cross examination of P.W.1 could not be completed within one day and prayed to post the matter before this Court for extension of time. At her request, the matter was posted before this Court.

4. Since the defendants have already been forfeited their right to file the written statement, they have also not cross examined P.W.1 and therefore, the defendants are set *ex-parte*.

5. On the side of the plaintiff, the Power of Attorney of Plaintiff/Company, Mr.P.Pratap Varma was examined as P.W.1, and he has reiterated the averments made in the plaint and also marked 48 documents as Exs.P1 to P48. Besides, one Court document was marked as Ex.C1.

6. Heard the learned counsel appearing for the plaintiff and perused the materials available on record.

7. On a perusal of the plaint averments, Proof Affidavit of the plaintiff and documents marked on behalf of them and taking into



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account that no contra evidence was adduced, this Court finds that the suit claim is proved by the plaintiff, and hence, the plaintiff is entitled to the decree. Accordingly, the suit is decreed as prayed for, in respect of clauses (a) to (l) and (n), with costs. The prayer (m) is not necessary to be considered. Consequently, connected pending applications, if any, are closed.

04.07.2024

Index: Yes/No

Speaking Order : Yes/No

Neutral Citation Case : Yes/No

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List of Witness examined on the side of the plaintiff

P.Pratap Varma - PW1

List of documents marked on the side of the plaintiff

SL. No	Exhibits	DESCRIPTION OF DOCUMENTS	DATED
1.	P1	Photocopy of the Power of Attorney executed by plaintiff/Company authorizing Mr.P.Pratap Varma.	06.07.2023
2.	P2	Printout of Master data of plaintiff Company printed from www.mca.gov.in along with Section 65 B(4) Certificate.	
3.	P3	Printout of the Renewal Intimation Letter dated 06.01.2015 issued by the Registrar of Trademarks	



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		to the plaintiff Company for Trademark No.418892 in Class 12 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
4.	P4	Printout of Renewal Intimation Letter dated 29.09.2018 issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.478647 in Class 12 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
5.	P5	Printout of the Renewal Intimation Letter dated 20.12.2018 issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.809934 in Class 12 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
6.	P6	Printout of the Renewal Intimation Letter dated 15.01.2019 issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.494508 in Class 12 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
7.	P7	Printout of the Renewal Intimation Letter dated 20.12.2018 issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1718207 in Class 35 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
8.	P8	Printout of the Renewal Intimation Letter dated 20.12.2018 issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1718206 in Class 35 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
9.	P9	Printout of the Renewal Intimation Letter dated 20.12.2018 issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1718200 in Class 12 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
10.	P10	Printout of the Renewal Intimation Letter issued	



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		by the Registrar of Trademarks to the plaintiff Company for Trademark No.1718201 in Class 12 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
11.	P11	Printout of the Renewal Intimation Letter issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1718210 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
12.	P12	Printout of the Renewal Intimation Letter issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1718211 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
13.	P13	Printout of the Renewal Intimation Letter issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1040371 in Class 12 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
14.	P14	Printout of the Renewal Intimation Letter issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1040372 in Class 12 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
15.	P15	Printout of the Webpage for Trademark No.1306659 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
16.	P16	Printout of the Certificate of Registration of Trademark issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1306657 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
17.	P17	Printout of the Webpage for Trademark No.1306657 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
18.	P18	Printout of Form TM-1 submitted by the plaintiff Company to the Trademarks Registry from the	



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		website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
19.	P19	Printout of Additional Representation submitted by the plaintiff Company to the Trademarks Registry from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
20.	P20	Printout of Trademarks Journal No.1542 dated 25.06.2012 published for Trademark Application No.2118404 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
21.	P21	Printout of the Renewal Intimation Letter issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.2118404 in Class 35 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
22.	P22	Printout of the Certificate of Registration of Trademark issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1306667 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
23.	P23	Printout of the Webpage for Trademark No.1306667 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
24.	P24	Printout of Form TM-1 submitted by the plaintiff Company to the Trademarks Registry from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
25.	P25	Printout of the Renewal Intimation Letter issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.2118405 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
26.	P26	Printout of the Certificate of Registration of Trademark issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1040371 in Class 12 from the website	



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		www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
27.	P27	Printout of the Certificate of Registration of Trademark issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1306659 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
28.	P28	Printout of the Certificate of Registration of Trademark issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1306658 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
29.	P29	Printout of the Certificate of Registration of Trademark issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.2118405 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
30.	P30	Printout of the Certificate of Registration of Trademark issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.2118404 in Class 35 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
31.	P31	Printout of the Certificate of Registration of Trademark issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.3587718 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
32.	P32	Printout of the Certificate of Registration of Trademark issued by the Registrar of Trademarks to the plaintiff Company for Trademark No.1308516 in Class 37 from the website www.ipindiaservices.gov.in along with Section 65 B (4) Certificate.	
33.	P33	Photocopy of the Request Letter issued by defendants to plaintiff Company for Dealership.	14.05.2014



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34.	P34	Photocopy of the Application form submitted by defendants to plaintiff Company.	
35.	P35	Photocopy of the Request Letter issued by defendants to plaintiff Company for display board.	14.05.2014
36.	P36	Photocopy of the Tax Invoice issued by M/s.ARO Equipments Pvt. Ltd. to plaintiff Company.	24.01.2015
37.	P37	Photocopy of the Tax Invoice issued by M/s.ARO Equipments Pvt.Ltd. to the plaintiff Company.	
38.	P38	Photocopy of the MRF TYRES AND SERVICE FRANCHISE Agreement.	10.04.2015
39.	P39	Photocopy of the Tax Invoice issued by POLY CRAFTS to plaintiff Company.	11.06.2015
40.	P40	Photocopy of the Delivery Memo issued by plaintiff Company to defendants for delivery of Machineries bill No.539872.	12.06.2015
41.	P41	Photocopy of the Delivery Memo issued by plaintiff Company to defendants for delivery of display items bill No.539873.	12.06.2015
42.	P42	Photocopy of the letter issued by plaintiff Company to defendants.	26.06.2015
43.	P43	Photocopy of the Termination Notice issued by plaintiff Company to defendants.	05.05.2023
44.	P44	Photocopy of the Legal Notice issued by defendants to plaintiff Company.	05.06.2023
45.	P45	Office copy of the Reply Letter dated 13.06.2023 issued by plaintiff Company to Counsel of the defendants.	
46.	P46	Photocopy of the Letter dated 26.06.2023 issued by plaintiff Company to defendants.	
47.	P47	Photocopy of the postal Acknowledgment Card.	
48.	P48	Printout of the photo of the front side of Schedule B showroom of the defendants in Salem with newspaper date in the forefront along with Section 65(B)(4) Certificate.	

List of documents marked on the side of the Court :



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SL. No	Exhibits	DESCRIPTION OF DOCUMENTS	DATED
1.	C1	Original Advocate Commissioner Report	

List of witnesses examined on the side of the defendant : Nil

List of documents marked on the side of the defendant : Nil

04.07.2024



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P.VELMURUGAN, J

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