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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-07-2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

C.S(COMM DIV) No. 96 of 2026

and

O.A.Nos.275 & 276 of 2026

and

A.No.1524 of 2026

Kailash Chand Surana

..Plaintiff(s)

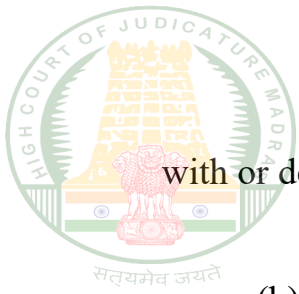
Vs

Tara Ram Seervi

..Respondent(s)

Plaint filed under Order IV Rule 1 of Original Side Rules and Order VII Rule 1 of C.P.C., and Sections 27, 28, 29, 134, 135 of the Trademarks Act, 1999, Section 7 of the Commercial Courts Act, 2015, praying to pass a judgment and decree in favour of the Plaintiff and against the Defendant as follows:

(a) Grant a permanent injunction restraining the defendant, by itself its proprietors, partners, men, servants, agents, distributors, stockists, representatives, assigns or anyone claiming through or under them from in any manner infringing the plaintiff's registered Trade Marks, including "NAKODA PROPLUS", "PRO NAKODA" by manufacturing , marketing, offering for sale, selling, distributing, displaying, advertising, or otherwise dealing in metal hardware goods including fasteners, screws, nuts , bolts and allied goods under the impugned marks/ labelling / trading style/ packaging / trade dress "SNE NAKODA FASTENING SYSTEM" / "SNE NAKODA" / "NAKODA" or any other mark/ labelling/ trading style/ packaging / trade dress which is identical



with or deceptively similar to the plaintiff's registered Trade Marks.

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(b) Grant a permanent injunction restraining the defendant, its men, servants, agents, distributors, stockists, representatives, or anyone claiming through or under them in any manner passing off and / or enabling others to pass off the Defendant's goods as and for those of the Plaintiff by manufacturing, selling, offering for sale, distributing, advertising, or otherwise dealing in metal hardware goods under the mark "SNE NAKODA FASTENING SYSTEM" / "SNE NAKODA" / "NAKODA" or any other mark identical with or deceptively similar to the Plaintiff's Trade Mark/ labelling/ trading style/ packaging / trade dress under "SNE NAKODA" / "NAKODA PROPLUS" / "PRO NAKODA" or "NAKODA", including by limitation of packaging, trade dress, get-up, colour scheme, or overall presentation.

c) Direct the Defendant to pay damages of a sum of Rs.2,00,000/- (Rupees Two Lakhs only) to the Plaintiff for committing acts of infringement and passing off of the Plaintiff's Trade Marks and for unlawfully exploiting the goodwill and reputation of the Plaintiff.

d) Direct the Defendant to surrender to the Plaintiff, for destruction, all infringing goods, labels, cartons, packaging materials, blocks, dyes, moulds, screen prints, promotional materials, catalogues, visiting cards, advertisements, and any other materials bearing the impugned marks "SNE NAKODA FASTENING SYSTEM"/ "SNE NAKODA" / "NAKODA" or any mark deceptively similar to the Plaintiff's Trade Marks "NAKODA PROPLUS", "PRO NAKODA" and/or "SNE NAKODA".

e) Pass a preliminary decree for rendition of accounts directing the Defendant to render a true and faithful account of profits earned by use of the



Plaintiff's Trade Marks, and upon such accounts being taken, pass a final decree in favour of the Plaintiff for the amount of profits found to have been made by the Defendant.

f) Award the costs of the suit to the Plaintiff and

g) Pass such further or other orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

For Petitioner(s): Mr.A.Jayesh Kumar Daga

For Respondent(s): Mr.R.Dillipkumar
For Mr.R.Rajarajan

JUDGMENT

When the matter was taken up for hearing, the learned counsel appearing on either side would submit in unison that the parties to the suit have settled the dispute among themselves and to that effect, have also filed a Joint Memorandum of Compromise signed by both the plaintiff and the defendant. The same has also been acknowledged by the respective learned counsel appearing for the parties.

2. Recording the said Joint Memorandum of Compromise, the suit stands disposed of as being settled out of Court on the terms of the Joint Memorandum of Compromise filed on 30.06.2026. The said Joint Memorandum of Compromise shall form part and parcel of the decree. However, there shall be



no order as to costs. Consequently, connected applications are closed.

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3. Registry, High Court of Madras, is directed to grant necessary refund of Court fee as applicable in the name of the plaintiff.

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Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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