

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.02.2015

CORAM:

THE HONOURABLE **MR.JUSTICE R.SUBBIAH**

**C.S.NO.574 of 2014 and
A.Nos.7409 & 7410 of 2014
& O.A.No.705 of 2014**

M/s United Health Care Private Limited
8-2-596/5, Road No.10, Banjara Hills
Hyderabad 500 034, Telangana
represented by its Executive Director
Chinta Venkata Reddy

... Plaintiff

-vs-

1. M/s Star Health Sciences
Beside Tajmahal Restaurant
Patny Center, S.D.Road,
Secunderabad,
rep. by its Partner
Tamannagari Damodhar Reddy
2. M/s Star Health Sciences India Private Limited
Beside Tajmahal Restaurant
Patny Center, S.D.Road,
Secunderabad,
rep. by its Director
Dr.K.Murali Anki Reddy
3. Dr.K.Murali Anki Reddy
Son of K.P.Anki Reddy
C/o Sneha Homeo Stroes & Clinic
Shop No.11, Model Towers,
Opp. Reebok Showroom,
Bapuji Nagar, Bowenpally,
Secunderabad 500 011.

4. K.Ratnamala ..Defendants

For Plaintiff : Ms.Gladys Daniel
For Defendants : Mr.P.V.Balasubramaniam

J U D G M E N T

Today, when the matter is taken up for consideration,
<https://hcservices.ecourts.gov.in/hcservices/>
it is represented by the learned counsel appearing for the

respective parties that the parties have entered into a compromise and they have also filed a memo of compromise dated 30.01.2015.

2. The terms of memo of compromise dated 30.01.2015 are as under:-

"1. The terms plaintiff and defendants shall mean and include its heirs, executors, administrators, successors and assigns of each party.

2. That the Defendants have agreed not to use the trademark 'STAR' or any other deceptive or confusingly similar mark with respect to any kind of Allopathic Medicine practice more specifically for their fertility and dental clinics.

3. That the defendants have further agreed to change the name of their Fertility and Dental clinics from "STAR" to any other name within Eight (8) months' time from the date of this compromise.

4. That the defendants will continue to use the name 'STAR AYURVEDA' or 'STAR HOMEOPATHY' or "STAR" or any similar or deceptively similar terms either independently or

by prefix or suffix to other terms, for Ayurvedic, Homeopathic or any other Alternative Medicine Practice only and undertake not to use identical, similar and/or deceptively similar logo and/or colour scheme associated with the Plaintiffs, other than the Logo currently being used by the Defendants.

5. That the defendants shall amend all the pending applications filed till date, either individually or in the name of firms/companies formed by them, for registration of the trademark STAR/STAR HOMEOPATHY/STAR AYURVEDA/DEVICE OF STAR before the Trademark Registry to denote the description of services as "for Ayurvedic, Homeopathic and other Alternative Medicine practice/clinics only". If the amendment is filed the Plaintiff shall not oppose the registration of the said trademarks.

6. That the defendants shall withdraw/abandon the applications for registration of the trademarks STAR DNETAL & STAR FERTILITY.

7. That the Plaintiff will not have any objections to the use of the marks 'STAR AYURVEDA' or 'STAR HOMEOPATHY' or "STAR" or Device of Star for Ayurvedic, Homeopathic or any other

Alternative medicine practice other than allopathy.

8. That the Defendant shall not use the Mark or Device of Star or any other similar or deceptively similar name or Device for Ayurveda, Homeopathy or any other Alternative Medicine Practice and shall use such Marks Exclusively only for Allopathic practice.

9. That the Defendant shall not oppose, the use or registration of the trademark STAR with or without prefix, by the Plaintiff in respect of services/goods related to Allopathic Treatment Medicine and Pharmacy.

10. That the Defendants shall withdraw the Rectification Proceedings bearing No.261904 to Registered Trade Mark No.1677550 and Rec.No.261905 to Registered Trade Mark No.1703718 filed before the Registrar of Trade Marks, Chennai and O.S.No.351 of 2014 filed before the City Civil Court, Hyderabad.

11. That the Plaintiff and Defendant shall peacefully co-exist in their respective fields of activity and respect and follow the terms of this Memorandum of Compromise in letter and in spirit.

12. That in view of the amicable settlement between the parties the parties shall bear their own costs.

13. That plaintiff is giving up the reliefs sought for in the Plaint and is seeking only the reliefs contained in this Memo of Compromise".

3. The memo of compromise is signed by the plaintiff, the defendants, the learned counsel appearing for the plaintiff and the learned counsel appearing for the defendants.

4. Therefore, the suit is decreed in terms of the memo of compromise and the memo of compromise shall form part of the decree.

Consequently, connected miscellaneous applications are closed.

सत्यमेव जयते

WEB COPY

sd/.R.P.S.J

27.02.2015

//Certified to be a true copy//

Dated this the day of 2015.

R.s/10.08.2015

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of
<https://hcservices.ecourts.gov.in/hcservices/>

the Order/Judgment Decree in this format.