

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 29.04.2015

CORAM

THE HONOURABLE MR.JUSTICE **K. RAVICHANDRABAABU**,

C.S. No.645 of 2014

M/s.Shyam Enterprises Private Limited,
1, Cathedral Road,
Chennai-600 086. ... Plaintiff

versus

HMS Host Services India Private Limited,
6/14, Primrose Road,
Bangalore-560 025. ... Defendant

Civil Suit is filed under Order VII Rule 1 of the Code of Civil Procedure read with Order IV Rule 1 of High Court Original Side Rules seeking judgment and decree against the defendant in favour of the plaintiff granting (a) permanent injunction restraining the defendant, its men, servants, agents, distributors, stockists, successors in business, retailers, legal representatives, assigns or any other person claiming through or under them, from in any manner using or otherwise dealing with the trademark/trade name MALGUDI amounting to infringement of the plaintiff's registered trademark MALGUDI or in any other manner whatsoever; (b) a permanent injunction restraining the defendant, its men, servants, agents, distributors, stockists, successors in business, retailers, legal representatives, assigns or any other person claiming through or under them, from in any manner using, selling, offering for sale, advertising or otherwise dealing with the trademark/trade name MALGUDI and thereby passing off their products or services as and for the products or

services of the plaintiff or in any other manner whatsoever; (c) the defendant be ordered to pay to the plaintiff, a sum of Rs.10,00,000/- as damages for committing infringement of trademarks and passing off its products as and for the plaintiff's products or services; (d) the defendant be ordered to surrender to the plaintiff for destruction, name boards, invoices/bills, prints, dies, blocks, moulds and plates, screen prints, packing and advertising material and any other material in the defendant's possession, which bears the trademark/trade name MALGUDI; (e) a preliminary decree be passed in favour of the plaintiff directing the defendant to render account of profits made by use of the identical trademark/trade name MALGUDI amounting to infringement of the plaintiff's registered trademarks and/or passing off and a final decree be passed in favour of the plaintiff for the amount of profits thus found to have been made by the defendant after the latter have rendered accounts; for costs of the suit.

For Plaintiff : Mr.Arun C. Mohan

For Defendant : Mr.John Zacharian formulation

M/s.Fox Mandal & Associates

JUDGMENT

Today, a Memo of Compromise entered into between the parties dated 29.04.2015 is filed before this Court.

2.Learned counsel appearing on either side submitted that the suit may be disposed of in terms of the above Memorandum of Compromise.

3.Perusal of the Memo of Compromise would show that

the same is signed by both the parties as well as their respective counsel. The term of the Memo of Compromise reads as follows:

1. The Defendant hereby states that they undertake to change their trademark 'Malgudi Express' and 'Malgudi Tiffin Centre' in respect of their restaurants within eight weeks after the parties herein entered into a compromise.

2. The Defendant hereby agrees and undertakes that they would not in any manner hinder or obstruct the use and registration of plaintiff's trademark MALGUDI.

3. The Defendant hereby agrees to entirely refrain themselves from using any mark in any manner which is identical or deceptive similar to the plaintiff's mark "Malgudi" on or before 30th June 2015.

4. The Defendant hereby undertakes to withdraw the application/s for the registration of the mark MALGUDI pending before the trademark registry.

5. In these circumstances, the plaintiff agrees to waive the claims for costs and damages as set out in para 19(C), (D) and (E) against the defendant.

6. The parties pray that this Hon'ble may be pleased to pass a judgment and decree in accordance with the terms set out above. The parties shall bear their own costs."

above referred Memo of Compromise. The Memo of Compromise shall form part of the decree, leaving the parties to bear their own costs in the suit.

sd/.K.R.C.B.J

29.04.2015

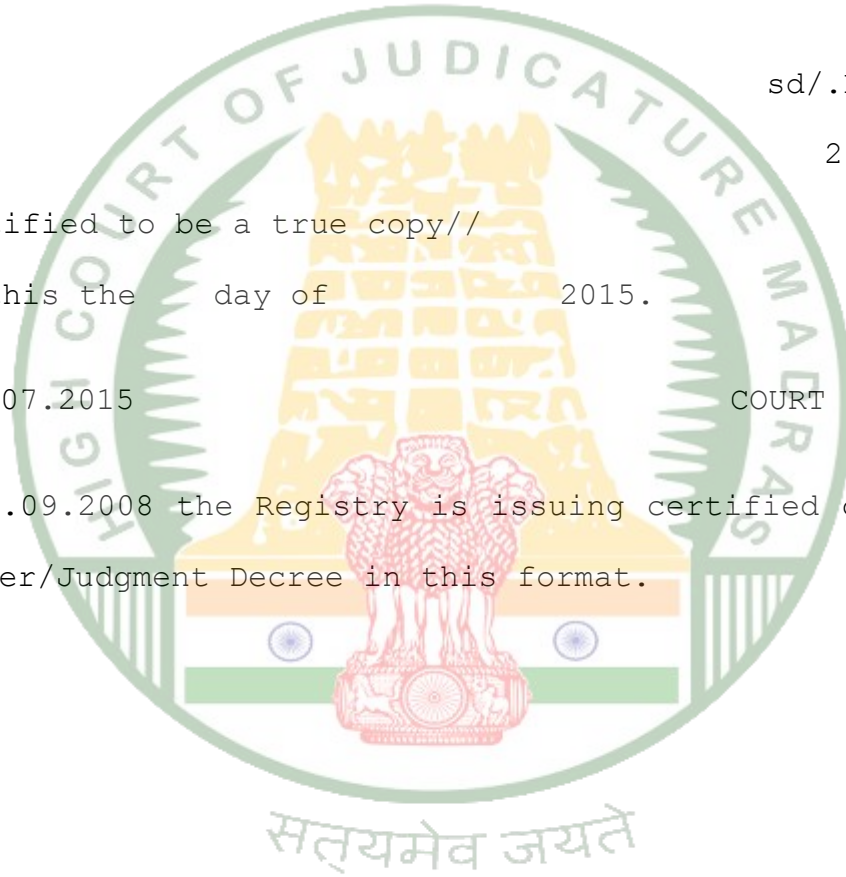
//Certified to be a true copy//

Dated this the day of 2015.

R.s/21.07.2015

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.



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