

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :: 15.04.2015

CORAM ::

THE HONOURABLE MR.JUSTICE K. RAVICHANDRABAABU,J.

C.S.No.647 of 2014
and
O.A.Nos.797 to 799 of 2014
and
A.No.6252 to 6255 of 2014

M/s.Kaleesuwari Refinery Pvt.Ltd
rep by its Director Mr.K.Ashok Kumar
No.53, Rajasekaran Street,
Opp.Kalyani Hospital, Radhakrishnan Salai,
Mylapore, Chennai 600 004

... Plaintiff

- Vs -

M/s.Vignesh Refineries
rep by its Proprietor Mr.N.Sundaram,
Nachimuthu Gounder Mills,
No.86/104, Vadugapatti Road,
Mulanur-638 106, Dharapuram TK
Tirupur District

... Defendant

Plaint filed under Order IV Rule 1 of the O.S. Rules read with Order VII Rule 1 of C.P.C. Rules read with Sections 134 and 135 of Trade Marks Act, 1999, read with Sections 61 & 62 of the Copyright Act, 1957 for permanent injunction and for other reliefs with costs.

For Plaintiff

:: Mr.C.Saravanan

For Defendant

:: Mr.G.Ramji

J U D G M E N T

Today, a Memorandum of Compromise entered into between the parties dated 10.04.2015 is filed before this Court. The said Memorandum is signed by both the parties as well as their respective Counsel. Thus, it is prayed by both the parties that the suit may be decreed, in terms of the above Compromise.

2. The terms of the Memorandum of Compromise reads as follows:-

“1.The Plaintiff had filed the above case against the defendant for a permanent injunction restraining the defendant from infringing the plaintiff's registered trademark **GOLD WINEER**, the Plaintiff's registered copyright and passing off and other consequential reliefs. The plaintiff has been using the pouch with unique colour scheme and get-up which is registered vide as Trade Mark vide T.M.No.1147963 and copyrighted vide “Copyright Registration No.68242/2005, copy of which is filed as Annexure-A. The defendant's **SKS GOLD** packaging used and complained by the Plaintiff is shows as **Annexure-B**.

2. The defendant had as an interim measure changed their label as shown herein as **ANNEXURE-C** in pink during the interim application proceedings.

3. The Plaintiff and the defendant have now settled their disputes amicably wherein the defendant has agreed to change their SKS GOLD packaging by amending the same label and the plaintiff has also accepted the changed packaging / label of the defendant with the trademark **SKS GOLD** as shown in **Annexure-D**.

4. The Plaintiff and the defendant jointly submit that in view of the settlement of the parties, the suit may be decreed in terms of the Memo of Compromise and henceforth the defendant shall not use the packaging for its products as found in Annexure-A, B & C or any other label or packaging material which the plaintiff may adopt in future for its product and the Defendant shall use only the label as found in Annexure-D.

5. The defendant has informed the plaintiff and the plaintiff also acknowledged that the defendant has a substantial stock of the packaging labels as in Annexure-C which shall be disposed off on or before June, 2015 and that the defendant shall not use the packaging label as in Annexure-C after the said date and that they shall use the packaging label as in Annexure-D only thereafter.

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6. The Defendant shall withdraw T.M.Application No.2688133 dated 27.02.2014 filed for registering the label as in Annexure B immediately.

7. In view of the above the plaintiff is not pressing for the other reliefs claimed in the plaint.

8. The plaintiff and the defendant pay that the above suit may be decreed in terms of the above compromise.”

3. Thus, by recording the above Memorandum of Compromise, the suit is decreed in terms of the above Memorandum of Compromise. The said Memorandum of Compromise shall form part of the record. No costs. Consequently, connected applications are also closed.

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