

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.4.2015

CORAM

THE HON'BLE MR.JUSTICE **K.RAVICHANDRABAABU**

C.S.No.84 of 2015

and

Original Application Nos.137, 138 of 2015

and

Application Nos.711 and 712, 713 of 2015

Hindustan Unilever Limited,
101, Santhome High Road,
Chennai-600 028

.. Plaintiff

vs

Hindustan Soap Industries,
rep.by its Proprietor, Siddiq Ahmed,
#45/2, Industrial 'A' Layout,
Bannimantap,
Mysore-15

.. Defendant

Plaint under Order IV Rule I of O.S.Rules read with Sections 51, 55, 58 and 62 of the Copyright Act 1957.

For Plaintiff : M/s.Satish Parasaran

For Defendant : Mr.Rajesh Ramanathan

ORDER

Today a joint compromise memo dated 15.4.2015, signed by both the parties as well as their respective counsels, is filed before this Court. The parties are also personally present before this Court.

2. The learned counsel for both sides submitted that the parties have settled the matter and arrived at a compromise in terms of the above said joint compromise memo and therefore, the suit may be decreed in terms of the above joint compromise memo. An affidavit is also filed by the plaintiff stating that the contents mentioned in the joint compromise memo from Paragraph Nos.1 to 9 are true and correct to the best of their knowledge, belief and information. The joint compromise memo reads as follows:

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

2.The Defendant acknowledges that the marks RIN; RIN SHAKTI; RIN ADVANCED AND labels used in respect of RIN; RIN SHAKTI; RIN ADVANCED are well known trade marks of the plaintiff as defined under Sec.2(zg) the Trade Marks Act, 1999.

3.The Defendant hereby agrees to stop the manufacture/sale and/or distribution of any goods, and in particular washing powder and/or bar under the label as shown in Annexure 'A' or any variations thereof.

4.The Defendant hereby undertakes to sell its GOOD NEWS washing bar under the label as shown in Annexure 'B'.

5.The Defendant submits to a decree as prayed for by the plaintiff in para 26(a) and (b) of the plaint.

6.The Defendant agrees to surrender to the Plaintiff all the packaging material in their custody under the label as shown in Annexure 'A' and/or other packing materials which are deceptively similar to the plaintiff's label filed as plaint Document No.3, within 7 days from the date of decree for destruction by the plaintiff.

7.In view of the above, the plaintiff gives up its relief as prayed for in para 26(c) (d) and (e) of the plaint.

8. The parties shall bear their respective costs in respect of the suit and they shall have no further claims whatsoever against each other and the present compromise fully and finally settles all the disputes forming subject matter of the present suit.

9.The suit shall be decreed on the terms of the present joint memorandum of compromise and the joint memorandum of compromise shall form part of the decree. "

3. The learned Advocate Commissioner submits that he is in possession of the key of the premises at No.07B, Old K.A.A.D.B. Indl Area, SBI Bank Road, Bashettihalli Village, Doddaballapur and sought permission of this Court to hand over the same to any of the parties, since they have settled the matter between themselves.

4. The learned counsel for the plaintiff submits that the key may be handed over to the defendant and thereafter, the parties will work out as per the terms of the compromise.

5. Accordingly, the Advocate Commissioner is directed to handover the key to the learned counsel for the defendant, who in turn acknowledged the receipt of the key.

6. Considering the above stated facts and circumstances, the suit is decreed in terms of the above compromise memo. The said compromise memo shall form part of the decree. No costs. Connected applications are closed.

K.RAVICHANDRABAABU,J.

msk

C.S.No.84 of 2015

16.4.2015

<http://www.judis.nic.in>