

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :31.08.2015

CORAM

THE HONOURABLE MR. JUSTICE **G.CHOCKALINGAM**

C.S.No.536 of 2010

1.M/s.Annalakshmi Foods (P) Ltd.,
rep.by its Authorised Signatory,
N.Aravind.
2.M/s.Annalakshmi Restaurants (P) Ltd.,
rep.by its Director
... Plaintiffs

Vs.

Shree Annalakshmi Veg Restaurant
No.6, South Mada Street,
Thiruvanmiyur,
Chennai 600 041.
... Defendant

PRAYER: This Civil Suit filed under Order IV Rule 1 of O.S.Rules read with order VII Rule 1 of C.P.C.and read with Sections 27 to 29, 134 and 135 of the Trade Marks Act, 1999, praying for the following reliefs:

(a) A perpetual injunction restraining the defendant by himself/themselves or his/their men, servants, agents, franchises, partners, proprietors, Directors, successors in interest, representatives or any of them from in any manner infringing the plaintiffs registered Trademark "Annalakshmi"by use of the trade/service mark "Shree Annalakshmi"or any mark

deceptively similar to the plaintiff's registered service/Trade Marks or by use of identical or deceptively similar trading style or in any other manner whatsoever; b) A perpetual injunction restraining the defendants by himself/themselves or his/their men, servants, agents, franchises, partners, proprietors, Directors, successors in interest, representatives or any of them from in any manner passing off or enabling passing off of the goods and/or services of the defendants by use of the trade/service mark and/or trading style "Shree Annalakshmi" as and for the goods and services of the plaintiffs having Annalakshmi as the essential features of their trade mark and trading style or any other manner whatsoever; c) The defendant be ordered to surrender to plaintiffs for destruction of all name boards, menu cards, packing materials, visiting cards, letterheads, printer bills, cartons, sachets and other materials bearing the infringing "Shree Annalakshmi" or any mark/trading style deceptively similar to the plaintiffs registered Trade Mark "Annalakshmi"; d) to pass a preliminary decree in favour of the plaintiffs directing the defendant to render accounts of profits made by them by use of the impugned trade mark and/or trading style Shree Annalakshmi or other deceptively similar marks and/or trading style and a final decree be passed in favour of the plaintiffs for the amount of profits found to have been earned by the defendant, after the letter has rendered accounts ; and e) for the costs of the suit.

For Plaintiffs : Mr.K.Rajasekaran
For Defendant : Mrs.Smitha Manu

JUDGMENT

Both the learned counsel for the plaintiffs and defendant are present. The defendant has entered into a compromise with the plaintiff and they have also filed a compromise memo. The said compromise memo is recorded.

2. The joint memo of compromise filed by the plaintiff and the defendant reads as follows:

The defendant acknowledge the plaintiffs to be the proprietor of the trademark "**ANNALAKSHMI**" (word per se) along with Artistic Work in respect of food items, service, restaurant, eating house, catering establishment and other service existing under the business conducted by the plaintiffs in the said Trademark.

2) The defendant admit the validity of registration of the plaintiff's "**ANNALAKSHM**" under No.534746 in Class 30 in respect of food items and undertake not to any time resort to any proceedings in relation thereto including applying for rectification

thereto before the appropriate Forum.

3) The defendant undertakes not to use the Trade Mark "**ANNALAKSHMI**" (word per se) along with or without the Artistic work as a trademark, domain name or part of their trading style for food items, service, restaurant, eating house, catering establishment and other services existing under the business conducted by the plaintiffs in the Trade Mark with immediate effect and/or in relation to any existing company/firm or to be incorporated in the future.

4) The defendant undertake to this Court not to advertise directly or indirectly or use the name, or any other variation of the mark, artistic work, as a service mark and/or trade name "**ANNALAKSHMI**" in their letter head, visiting cards, professional materials or in any other manner whatsoever.

5) This compromise is without prejudice to the plaintiff's prerogative to exercise his legal right to initiate Civil and Criminal action against the defendant for violation or infringement of their rights including

the agreed terms under this Memo of Compromise and the Defendant agree to undertake to bear the costs of the same in such a contingency.

6) Subject to the above undertakings tendered by the defendant, the plaintiffs given up their claim for costs of the proceedings and damages.

7. It is, therefore prayed that the present memorandum of compromise may be recorded and decree may be passed in favour of the plaintiffs and against the defendant by this Court, incorporating the terms of the compromise as stated above.

Accordingly, the suit is decreed of in terms of compromise memo entered into between the defendant and the plaintiffs. The compromise memo shall form part of the decree. There shall be no order as to costs.

Sd/.G.C.J

31.08.2015

//Certified to be a true copy//

Dated this the day of 2016

S.s/04.07.2016

COURT OFFICER

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