

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :24.02.2015

CORAM

THE HONOURABLE MRS. JUSTICE S.VIMALA

C.S.No.578 of 2010

(i) A.S.Abbas Khan
(ii) A.S.Navas Khan
(iii)A.S.Saleem Khan
(iv)A.S.Feroz Khan
(v)A.S.Ajas Thahir
(vi)Thahir Hardwares
Represented by Partner Mr.Abbas Khan,
No.38/39, Devaraja Mudali Street,
Park Town,
Chennai 600 003 ... Plaintiffs

Vs.
(i) A.S.Kamila Beevi
(ii)Seeni Mohammed Riyal
(iii) Rijavudin
(iv)Thahir Sanitary & Hardwares, Rep. by Rijavudin
New No.204, Old No.298, Arcot Road,
Kodambakkam, Chennai 600 024. ... Defendants

PRAYER: Suit filed under Order IV, Rule 1 of the O.S.Rules and under Order VII Rule 1 of C.P.C., 1908 and under Sections 27, 134 and 135 of the Trade Marks Act, 1999 (a) an order of permanent injunction to restrain the Defendants, jointly and severally, by themselves, their Partners, servants, agents, representatives and all those acting in concert with them or claiming under of through them or otherwise howsoever, from using the impugned name 'THAHIR Sanitary & Hardwares' upon or in relation to

their business, company name, services and/or any other name/marks which may be identical to and/or deceptively similar to the Plaintiff No.1's corporate name, trade mark 'THAHIR Hardwares' and from in manner, passing off or attempting to pass off or causing, enabling or assisting others to pass off their business, services as and for the business and products of the Plaintiff; (b) an order for delivery up for destruction upon oath all stationery, business cards, bill boards, brochures, promotional material, letter heads, sign boards, sign posts, leaflets, or any other items of whatsoever description and nature, bearing the name **THAHIR** and/or any other marks (s) which may be identical and/or deceptively similar to the Plaintiffs name trade mark/trade name/domain name **THAHIR** which would offend against the foregoing injunction; (c) directing the Defendants to render an account of profits made by them using the Trade Mark **THAHIR** with respect to the services rendered and decree the suit for the profits found to have been made by the Defendants, after the Defendants.

For Plaintiffs : Ms.C.Daniel and Gladys Daniel

JUDGMENT

A Memorandum of Compromise has been filed. Both parties and counsel for Plaintiffs have signed the compromise Memo.

2. The learned counsel for the defendants have already reported no instructions and to ascertain the

terms of the compromise Memo, the parties were directed to be present before this Court. Out of the four defendants, defendant Nos.2 and 3 are present. Out of the six Plaintiffs, second and fifth plaintiffs are present and rest of them are absent.

3. The second and the third defendants submitted that this compromise has been entered into on behalf of other defendants and due to unavoidable circumstances, they are unable to appear before this Court.

4. The terms of the compromise are admitted to be correct, true and valid. This Memorandum of compromise is recorded.

5. In view of the same, there shall be a decree in terms of compromise. Memorandum of Compromise shall form part of the decree.

sd/.S.V.J

24.02.2015

//Certified to be a true copy//
Dated this the day of 2015.

R.s/17.12.2015

COURT OFFICER

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