

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 24.06.2015

CORAM

THE HONOURABLE **Mrs. JUSTICE. S.VIMALA**

Civil Suit No.955 of 2009

M/s. Imperial Spirits Private Limited,
Maniakaranchalla, Govindhapuram,
Chittur Taluk, Palakkad District,
Kerala State,
Rep. By its Director, Mr. K.Dhanakumar ... Plaintiff

Vs.

1. S.N.J.Distilleries Ltd.,
Represented by its Managing Director,
99, Canal Bank Road,
C.I.T.Nagar, Nandambakkam,
Chennai - 600 035
2. Radico Khaitan Ltd.,
Represented by its Managing Director,
Plot No.J-1, Block B-1,
Mohan Cooperative Industrial Area,
Mathura Road,
New Delhi - 110 044 ... Defendants

Civil Suit filed under Order IV Rule 1 of the High Court Original Side Rules, read with Section 27 of the Trade Marks Act, 1999, praying to grant a judgment and decree for:

(a) A perpetual injunction restraining the defendants, their men, servants, agents, executors, assigns or anyone claiming through or under them from in any manner manufacturing and/or marketing IMFS, in particular Brandy, under the trademark 'Brihan's Gold Napoleon' or under any other trademark which is identical with or deceptively

similar to the plaintiff's trademark imperial's 'Gold Napoleon' so as to pass off the defendants' goods as and for that of the plaintiff or in any other manner whatsoever;

(b) the defendants be ordered to surrender to plaintiff for destruction of all bottles, labels, dyes, blocks, moulds, screen prints, packing materials and other materials bearing the trademark 'Brihan's Gold Napoleon' or any other trademark which is identical with or deceptively similar to the plaintiff's trademark imperial's 'Gold Napoleon';

(c) the defendants be directed to pay to the plaintiff a sum of Rs.1 crore as special damages for the loss inflicted upon the plaintiff by the adoption of identical trademark 'Gold Napoleon' in respect of brandy by the defendants;

(d) for costs of the suit.

For Plaintiff : Mr. Satish Parasaran
For Defendants : M/s. Subhashine, for,
M/s. Brinda Mohan

J U D G M E N T

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Heard the learned counsel for both sides.

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2. A memo of compromise, dated 23.06.2015, signed by all the parties and the respective counsel, has been filed before this Court. The parties to the compromise memo accept that the terms of compromise to be correct, true and

voluntary. The learned counsel, who are representing both sides, endorse the said statement.

3. In view of the above, this Civil Suit is decreed, in terms of the memo of compromise and there shall be a compromise decree in terms thereof. The compromise memo shall form part of the final decree. No costs.

Sd/S.V.J
24.06.2015

//Certified to be a true copy//
Dated this the day of 2016

S.s/28.04.2016
From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.

COURT OFFICER

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