

In the High Court of Judicature at Madras

Dated: 29.07.2015

Coram:

The Honourable Mr. SANJAY KISHAN KAUL, Chief Justice
and
The Honourable Mr. Justice T.S. SIVAGNANAM

Civil Suit No. 741 of 2013

S. Padmanabhan .. Plaintiff

vs.

1. Rajesh Kumar Balkrishnan Agrawal
trading as M/s. Rajendra Sales Agency
1137, Juna Madhavpura
Near Ambaji Mata Mandir
Ahmedabad 380 004.

2. Surya Match Industries
D. No.11, Subramaniyapuram III Street
Kovilpatti 628 501. .. Defendants

Prayer: Plaint filed under Order IV, Rule 1 of the Original
Side Rules read with Order VII, Rule 1 of Civil Procedure
Code.

सत्यमेव जयते

For Plaintiff : Mr. Arun C. Mohan
For Defendants : Mr. Ashok Kumar J. Daga for D1

J U D G M E N T

(Delivered by The Hon'ble The Chief Justice)

The plaintiff in the suit is present today and after

identification through the counsel has appended his signatures to the Memo of Compromise filed in the suit. The Memo of Compromise is marked as Exhibit-X.

2. The plaintiff filed the suit on account of infringement of his registered trademark 'KADAK' and 'KADAK' label in respect of match boxes by the first defendant by using the trademark PADHAK with other consequential reliefs. A settlement has been arrived at between the plaintiff and the first defendant with the second defendant being given up.

3. In the Memo of Compromise, the first defendant acknowledges the plaintiff as the registered proprietor of the trademark KADAK and the label concerned, as also his use of a deceptively similar trademark with an identical trade-dress. He has undertaken not to manufacture, sell, stock, distribute, advertise or otherwise deal with any other business by using the deceptively similar trademark PADHAK or the label. The first defendant has agreed to suffer a decree in terms of prayer (a), (b) and (c) of para 30 of the plaint, as set out in para 5 of the Memo of Compromise.

4. The first defendant has also agreed and undertaken to withdraw its trademark application under no.2064783 in

class 34 for the trademark PADHAK which is pending before the Trademarks Registry. The parties have also agreed that the rectification application before the Intellectual Property Appellate Board be disposed of based on the Memo of Compromise and the first defendant undertakes not to file any fresh application for registration of the trademark PADHAK or any marks similar thereto and with similar artistic work. The first defendant has also agreed to destroy all materials containing the said trademark, while the plaintiff has undertaken to handover all the match sticks from the match box bundles that were seized by the Advocate Commissioner. Paragraph 11 also states that in the event of breach, the plaintiff would be entitled to liquidated damages of Rs.20,00,000/- from the first defendant, apart from any other remedy available to the plaintiff. The other reliefs are given up by the plaintiff.

5. The settlement is now duly signed by both the parties and their counsels and has been marked as Exhibit-X.

6. A decree is thus passed based on the terms of compromise made in Exhibit-X, including as per prayer (a), (b) and (c) of para 30 of the plaint in favour of the plaintiff and against defendant no.1 and Exhibit-X shall

form part of the decree sheet. Decree sheet should be drawn accordingly. No costs.

Sd/.[S.K.K., CJ]&[T.S.S., J.]
29.07.2015

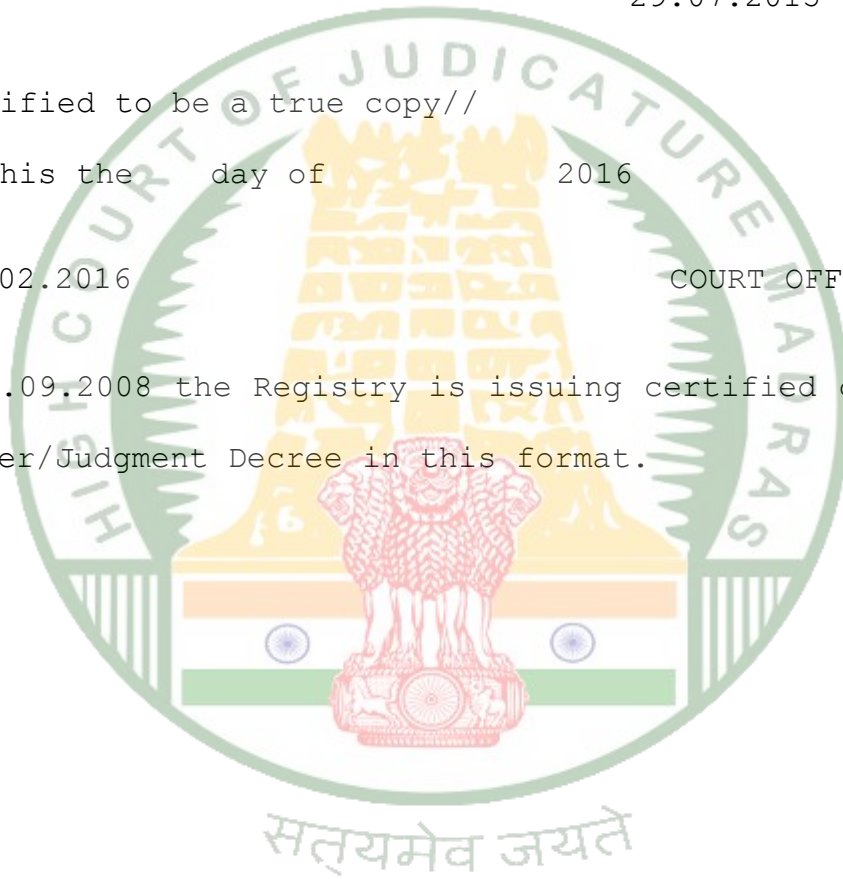
//Certified to be a true copy//

Dated this the day of 2016

R.s/24.02.2016

COURT OFFICER

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



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