

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :01.10.2015

CORAM

THE HONOURABLE MR. JUSTICE G.CHOCKALINGAM

C.S.No.125 of 2002

M/s.ULTRA TILE PVT LTD.,
Through its Directorate
G.Krishnaswamy
No.11th Avenue, Ashok Nagar,
Chennai 600 083.

.. Plaintiff

Vs.

M/s.INTEX DESIGNER TILES PVT LTD
4, Circular road, United India colony,
Kodambakkam,
Chennai 600 024.

.. 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., praying for the following reliefs:

(a) for a permanent injunction, restraining the defendant, his men, servants, agents or any one claiming through him from in any manner publishing or circulating any kind of mis-information and false claims, derogatory and untrue remarks concerning the plaintiffs products as contained in the leaflet as in the leaflet and the advertisements published in the issue No.199, January 2002 of inside outside journal or nay other circular table or other misinformation or advertisements similar to the said

leaflet and publication in the inside outside journal b) directing the defendant to pay to the plaintiff as damages a sum of Rs.50,00,000/- for the loss of business and reputation caused to the plaintiff and for the costs of the suit.

For Plaintiff : Mr.A.Prabhakara Reddy

For defendant : Mr.S.Raghavan

JUDGMENT

Both the learned counsel for the plaintiff 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:

1. The terms plaintiff and defendant shall mean and included their heirs, legal representatives, administrators, successors and assignees of each party.

2.The defendant agrees and acknowledges that contents in the leaflet entitled “The Duracrete Advantage”and other

advertisements published in Issue No.199 of Inside Outside Journal of the month January 2002 was derogatory and disparaging the products of the plaintiff and undertakes not to make any further derogatory statements or claims against plaintiff's products in future

3.The defendant submits to a judgment and decree as prayed for in terms of prayer (a) and in view of the undertaking given by the defendant, the plaintiff agrees to give up its claim in respect of prayer (b) and (c) contained in para 18 of the plaint.

4.The defendant agrees that in the event of breach/violating of all or any of the clauses of this memorandum of compromise, they undertake to forthwith pay to the plaintiff, liquidated damages apart from any of the remedies the plaintiff is entitled to.

5.On the basis of the above, the parties pray that the suit be decreed as per the terms of this memorandum of compromise. The parties further agree to bear their own costs.

G.CHOCKALINGAM,J.,

kkd

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

01.10.2015

Index : Yes / No.
Internet : Yes / No.
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