

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 31.03.2016

CORAM

The Hon'ble MR.SANJAY KISHAN KAUL, CHIEF JUSTICE

AND

The Hon'ble MR.JUSTICE M.M.SUNDRESH

Civil Suit No.299 of 2014

and

Application No.2980 of 2014

1.Noor Mohamed,
Proprietor,
Olympia Paper & Stationery Stores,
22, Anderson Street,
Chennai-600 001.

2.Olympic Cards Ltd.,
No.195, N.S.C. Bose Road,
Parrys, Chennai-600 001,
rep. herein by its
MD Mr.Noor Mohamed.

... Plaintiffs

Vs.

1.Olympic Prints,
#20-22, Sunnambukkara Street,
Dhanamani Complex,
Madurai-625 001.

2.Olympic Traders,
3/86, Indian Bank Colony,
2nd Street,
Narayanapuram,
Madurai-625 014.

3.Olympic Xerox,
3/86, Indian Bank Colony,
2nd Street,
Narayanapuram,
Madurai-625 014.

... Defendants

Plaint filed under Order VII, Rule 1 of Civil Procedure Code and under Section 134 and 135 of the Trade Marks Act, 1999.

Prayer – (a) Permanent injunction restraining the defendants 1 to 3, by themselves, their servants or agents or any one claiming through them or under them, from in any manner, infringing the plaintiff's registered trade mark "OLYMPIC" (Label) under No.423133 in Class 16, "OLYMPIC" (Word mark) under No.423134 in Class 16 and DEVICE OF A TORCH under No.423135 in Class 16 or any other deceptively similar variation thereof, in any form or manner whatsoever; (b) permanent injunction restraining the defendants 1 to 3, by themselves, their servants or agents or any one claiming through or under them, from passing off of their products, in any manner, as and for the products of the plaintiffs by using the well reputed and registered trade mark "OLYMPIC" "OLYMPIC LABEL", "DEVICE OF A TORCH" or any other identical or similar trade mark which are deceptively similar to imitation of the words of the plaintiffs' registered trademark; (c) directing the defendants 1 to 3 to surrender to the plaintiffs the entire stock of unused offending trade mark labels/blocks and dyes for destruction; (d) directing the defendants 1 to 3 to render a true and faithful account of the profits earned by them through the sale of products bearing the offending "OLYMPIC" trade mark, Device of Torch and directing payment of such profits to the plaintiffs for the infringement and/or passing off committed by the defendants 1 to 3 and (e) directing the defendants 1 to 3 to pay the plaintiffs the costs of the suit.

For Plaintiffs : Mr.T.K.Ramkumar

For Defendants : Mr.Arun C.Mohan

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JUDGMENT

(Judgment of the Court was delivered by The Hon'ble Chief Justice)

The plaintiffs have filed the suit for permanent injunction restraining the defendants 1 to 3 from infringing the registered trademark of the plaintiffs "Olympic" (Label) under No.423133 in Class

16, "Olympic" (Word mark) under No.423134 in Class 16 and Device of a Torch under No.423135 in Class 16, as also for passing off qua the same matter. Reliefs are also sought for surrender of the entire stock and for rendition of account.

2. Plaintiffs have filed applications under Order XIV, Rule 8 of Original Side Rules read with Order XXXIX, Rule 1 and 2 of Code of Civil Procedure for interim injunctions. Applications have been allowed vide order dated 16.09.2015, against which the defendants have preferred O.S.A.Nos.243 & 244 of 2015. It is, in the course of hearing of the appeals that parties have made an endeavour to settle the disputes in the suit itself and the result has been fruitful. It is in view thereof that the suit file had been called before this Court.

3. After protracted negotiation between the parties assisted by the counsels, a Memo of Compromise has been filed in Court today duly signed by the parties and their counsels. The Memo of Compromise is exhibited as Exhibit "A".

4. In terms of the compromise, the defendants have agreed to use the trading style RIFA OLYMPIC or RIDHA OLYMPIC restricted to certain activities as set out in paragraph 3 of the Memo of Compromise, specifically excluding the work of composition though not

mere photocopy. The defendants have also agreed to withdraw the trademark application filed by them and change their trading style in all fora including websites, face book pages and other electronic media and not to use the device of a torch. The undertakings given by the defendants as per the Memo of Compromise are accepted by this Court.

5. Decree is passed in favour of the plaintiffs and against the defendants in terms of the Memo of Compromise and the Memo of Compromise (Exhibit "A") shall form part of the decree.

6. Decree be drawn up accordingly. All other reliefs are given up by the plaintiffs. No costs. Consequently, A.No.2980 of 2014 is closed.

7. We appreciate the constructive approach of the learned counsels and the parties to bring the main dispute itself to an end.

(S.K.K., CJ.) (M.M.S, J.)
31.03.2016

Index : Yes/No
Internet : Yes/No

bbr

The Hon'ble Chief Justice
and
M.M.Sundresh, J.

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C.S.No.299 of 2014

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