

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 27.01.2016

CORAM

THE HON'BLE MR.SANJAY KISHAN KAUL, CHIEF JUSTICE
and
THE HON'BLE MRS. JUSTICE PUSHPA SATHYANARAYANA

O.S.A.NoS.111 to 113 of 2015

Wipro Enterprises Limited
'C' Block, CCLG Division,
Doddakannelli, Sarjapur Road,
Bangalore - 560 035.
Off: 33/34, Industrial Estate,
Alapakkam, Chennai 600 116.
represented by Amit Mathur
Manager - Legal ... Appellant in all OSAs

versus

1.Heinz India Pvt., Ltd.,
D-Shivsagar, 7th & 8th Floors,
Dr.Annie Besant Road,
Worli, Mumbai 400 018.

2.Candico (I) Limited,
M-32, MIDC Industrial Area,
Hingna Road, Nagpur 440016.

3.New Naathan Store,
No.54, Armenina Street,
Chennai 600 001.

.. Respondents in all OSAs

Appeals filed under Order 36 Rule 9 of Original Side Rules
read with Clause 15 of the Letters Patent Act, against the
order dated 10.06.2015 passed in A.Nos.33 to 35 of 2015 in
C.S.Nos.23 of 2015, on the file of this Court.

For Appellant .. Mr.P.S.Raman
Senior Counsel for Ms.Gladys Daniel

For Respondents.. Mr.Arun C.Mohan

COMMON J U D G M E N T

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

It appears that the best of legal assistance to the parties still did not facilitate a joint-memo to be drawn up and signed, though in principle, there is agreement over the interim arrangement to be arrived at leaving it open to the parties to urge all their pleas in the suit.

2. Learned counsel for the parties state that they have instruction that paragraph Nos.7 to 9 of what was proposed as a joint-memo should form part of the order as compromise terms and that would suffice.

3. Paragraphs 7 to 9 read as under:

'7.The 1st respondent hereby consents and the appellant agrees to the use by 1st respondent of the labels marked 'GLUCON-D VOLT (PROPOSED) - INNER PACK' and 'GLUCON-D VOLT (PROPOSED) - JAR LABEL' at 'Annexure A' and Annexure-B', respectively.

8.The 1st respondent undertakes to use the amended labels for its tangy orange flavoured glucose-based energy bites henceforth (after exhausting existing inventory for manufacture with impugned label up to within 90 days from date of execution of this memo).

9.It is echoed that the appellant and the 1st respondent agree that this memo of compromise is an interim measure taken till the final disposal of the suit and is without prejudice to the rights and claims of either party or more particularly the Appellant's contention regarding their objection to the use of the Trademark VOLT by the respondents.'

The period originally mentioned as 45 days in the joint-memo has been increased to 90 days as per the joint request of the learned counsel for the parties.

4. The labels have also been filed as Mark-A and Mark-B to be followed by the parties.

5. Mark-A and Mark-B shall form part of the order itself.

6. The Original Side Appeals against the interim orders are disposed of as compromised in terms aforesaid, leaving the parties to bear their own costs.

*(Xerox Copy of Memo Of
Compromise enclosed herein)

Sd/-
Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

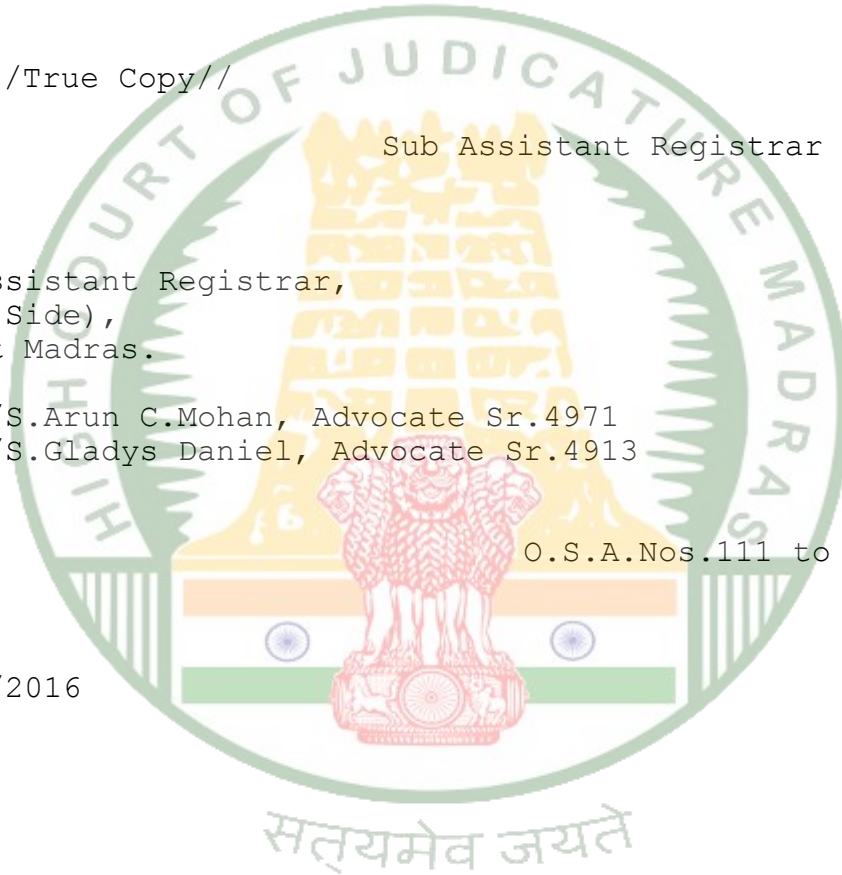
To

The Sub Assistant Registrar,
(Original Side),
High Court Madras.

+1cc to M/S.Arun C.Mohan, Advocate Sr.4971
+3cc to M/S.Gladys Daniel, Advocate Sr.4913

O.S.A.Nos.111 to 113 of 2015

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srg 22/02/2016



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