

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.09.2017

CORAM :
THE HONOURABLE **DR.JUSTICE ANITA SUMANTH**

C.S.No.307 of 2017

1.M.Kumaravel,
No 16/31 Kandappa Chetty Street,
Kothawal bazaar,
Chennai 600 001.

2.M/s.Vel Chakra Coffee Private Limited,
Represented by its director,
No 16/31 Kandappa Chetty Street,
Kothawal bazaar,
Chennai 600 001.

... Plaintiffs

Vs

R.Ashok Kumar,
Trading as "Madras Coffee Shop"
Shop No 36,37 Panagal Park,
T.Nagar,
Chennai 600 017.

... Defendant

PRAYER: Complaint under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of CPC read with Section 134 and 135 of the Trade Marks Act, 1999 Praying for:

A) Granting a permanent injunction restraining the defendant, their men, servants, agents or anyone claiming through or under them from in any manner infringing the plaintiffs' Trade Mark "Madras

Coffee House" by using the offending Trade Mark "Madras Coffee Shop" any other mark or marks which are similar or in any way deceptively similar to or a colourable imitation of the plaintiffs' Trade Mark "Madras Coffee House".

B) Granting a permanent injunction restraining the defendant, their men, servants, agents or anyone claiming through or under them from in any manner passing off their Hotel, restaurant, Coffee Shop, Snack bar as that of the plaintiffs' by using the offending Trade Mark "Madras Coffee Shop" by using any other Trademark which is similar or deceptively similar to that of the plaintiffs trade mark "Madras Coffee House".

C) Directing the defendant to render a true and faithful account of the profits earned by them through the sale of goods and service bearing the offending trade mark "Madras Coffee Shop" which is identical, similar or deceptively similar to the Plaintiff trademark "Madras Coffee House" and directing payment of such profits to the plaintiffs by way of damages for passing off committed by the defendant.

D) Directing the defendant to surrender of infringing display boards, blocks, bill books, and other materials and to pay the plaintiff the costs of the suit.

For Plaintiffs : Mr.V.Vijayshankar
For Defendant : Mr.M.Arun Kumar

JUDGMENT

Learned counsel appearing for the plaintiffs and defendant would submit that the parties have entered into a Memorandum of Compromise dated 08.09.2017 settling all issues inter se.

2. Accordingly, the suit is decreed in terms of the Memorandum of Compromise dated 08.09.2017 along with annexures A and B thereto, entered into between the plaintiffs and the defendant duly executed by the company, on behalf of itself, as well as on behalf of its Director, the first plaintiff, as well as their respective learned counsels.

3. The Memorandum of Compromise is made part and parcel of the decree. Consequently, the connected applications are closed. No costs.

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Index: Yes/No
Speaking order/Non speaking order

tkp/msr

DR.ANITA SUMANTH,J

tkp/msr



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