

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.08.2017

CORAM

THE HONOURABLE DR.JUSTICE ANITA SUMANTH

C.S.No.366 of 2017
and O.A.No.506 of 2017

1 P.Maheswari
Propx. Venu Biriyan Hotel
No.49 South Car Street,
Dindigul 624 001
..... Plaintiff

Vs

1 Dindigul Venuu Biriyan
Rep.by its Partner No.3/7 Annai Sathya
Nagar Main Road Ramapuram Chennai 600 089.
2 Mr.Dhinakaran
Partner Dindigul Venu Biriyan No.3/7 Annai
Sathya Nagar Main Road Ramapuram
Chennai 600 089.
3 Mr.Balaguru
Partner Dindigul Venu Biriyan No.3/7 Annai
Sathya Nagar Main Road Ramapuram
Chennai 600 089.
..... Defendants

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PLAINT filed under Order VII Rule 1 of the Civil Procedure Code read with Order IV Rule 1 of the High Court OS Rules and Sections 2(1)(zb), 27(2) and 135 of the Trade Marks Act, 1999 for a) granting a permanent injunction restraining the defendants 1 to 3 and their partners men servants agents associates or anyone claiming

through or under them from in any manner passing off their goods and services as that of the plaintiff by using the deceptively similar Trademark/Trade name/Trading Style Dindigul "Venuu Briyani" in English or Dindigul Venu Briyani in Tamil or by using any other trademark / trade name / trading style which is deceptively similar to that of the plaintiff's trade mark/Trade name "Venu Briyani Hotel", in any language or in any manner whatsoever; b) Directing the defendants 1 to 3 to surrender a true and faithful account of the profits earned by them through the sale of food products bearing the offending trade mark "Dindigul Venu Briyani Hotel" and directing payment of such profits to the plaintiff by way of damages for passing off committed by the defendant; c) Directing the defendants 1 to 3 to deliver to the plaintiff the entire stock of unused offending goods with Trade Mark "Venu Briyani Hotel" together with name boards, signage, bills, menu card, all stationary cartons, strips, brochures, printing blocks and all other material bearing the Trademark Dindigul Venu Briyani for destruction by the plaintiff and d) directing the defendant to pay the plaintiff the costs of the suit.

For Plaintiff : Mr.G.K.Muthu Kumaar

For Defendants : Mr.R.Sathish Kumar

J U D G M E N T

Learned counsel for the plaintiff would submit that the disputes between the parties stand settled in terms of the Memorandum of Compromise entered into between the parties dated 31.07.2017 and that the Suit may be decreed in the said terms.

2. Accordingly, the Suit is decreed in terms of Memorandum of Compromise dated 31.07.2017, that shall form part of this order. Consequently, connected Application is closed. No costs.

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Dr.ANITA SUMANTH,J.



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