

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated 21.07.2017

Coram :

THE HONOURABLE DR.JUSTICE ANITA SUMANTH**C.S.No.854 of 2015**

Hatsun Agro Product Ltd.,
Having registered Office at
No.1/20-A, Rajiv Gandhi
Salai (OMR),
Karapakkam, Chennai 600 097
and also carrying on its business
at Old No.AD-83/New No.AD13,
Anna Nagar, Opp.IOB Towers
Branch, Chennai 600 040.

... Plaintiff

-VS-

M/s. Arokya Food Products,
Vasantha Nagar,
Madurai 625 003

... Defendant

Plaint under Order VII Rule 1 of CPC read with Order IV, Rule 1 of High Court O.S.Rules and Sections 27, 28, 29, 134 and 135 of the trade Marks Act, 1999 praying for;

(a) Permanent injunction restraining the defendant by itself, its agents, servants or any one claiming through it from in any manner infringing the Plaintiff's Registered trade Mark AROKYA as described in the Schedule hereunder by using the offending Trade Mark AROKYA or any other mark, label or device which is identical or deceptively similar to or a colourable imitation of the plaintiff's trade mark AROKYA;

(b) permanent injunction restraining the Defendant, by itself, its servants or agents or anyone claiming through it from in any manner passing off its products as that of the Plaintiff by using the offending trademark AROKYA or any other trademark which is similar or deceptively similar to that of the Plaintiff's trademark AROKYA either by manufacturing or selling or offering for sale or in any way advertising the same either as trademark or as trade name or in any manner whatsoever;

(c) directing the defendant to surrender to the plaintiff, all the infringing goods, including the offending labels, stock of unused offending labels together with the blocks and dyes, name boards, sign-boards, stationery, promotional materials etc., for destruction;

(d) directing the defendant to render true and faithful account of the profits earned by it using the offending trademark AROKYA and pay such profits to the plaintiff as damages;

(e) directing the defendant to pay to the plaintiff the cost of the suit;

For Plaintiff : Mr. A. Prabakar Reddy

For Defendant : Mr. P. Nethaji

J U D G M E N T

Learned counsel appearing for both parties would submit that the dispute between the parties stands settled in the light of Memorandum of Settlement dated 3.3.2017 which is recorded. The terms of the Memorandum of Settlement filed by both parties are extracted hereunder;

"1. The Defendant adopted the trademark "AROKYA" without the knowledge of the Rights of the plaintiff in the trademark "AROKYA"

2. The Defendant agrees not to use the trademark "AROKYA" or any other trademark which may be similar to the Plaintiff's trademark "AROKYA".

3. The Defendant agree and consent for passing decree in terms of Prayer a, b and c of paragraph 25 of the Plaint and the suit may be decreed accordingly;

4. The Plaintiff gives up the other prayers in paragraph (d) & (e) of Paragraph 25 of the Plaint.

5. The Suit may be decreed in terms of the Memorandum of Compromise.'

2. Accordingly, the suit is decreed in terms of aforementioned Memorandum of Settlement dated 3.3.2017 entered into between the plaintiff and defendant which shall form part and parcel of this order. No costs. Consequently, the connected applications are closed.

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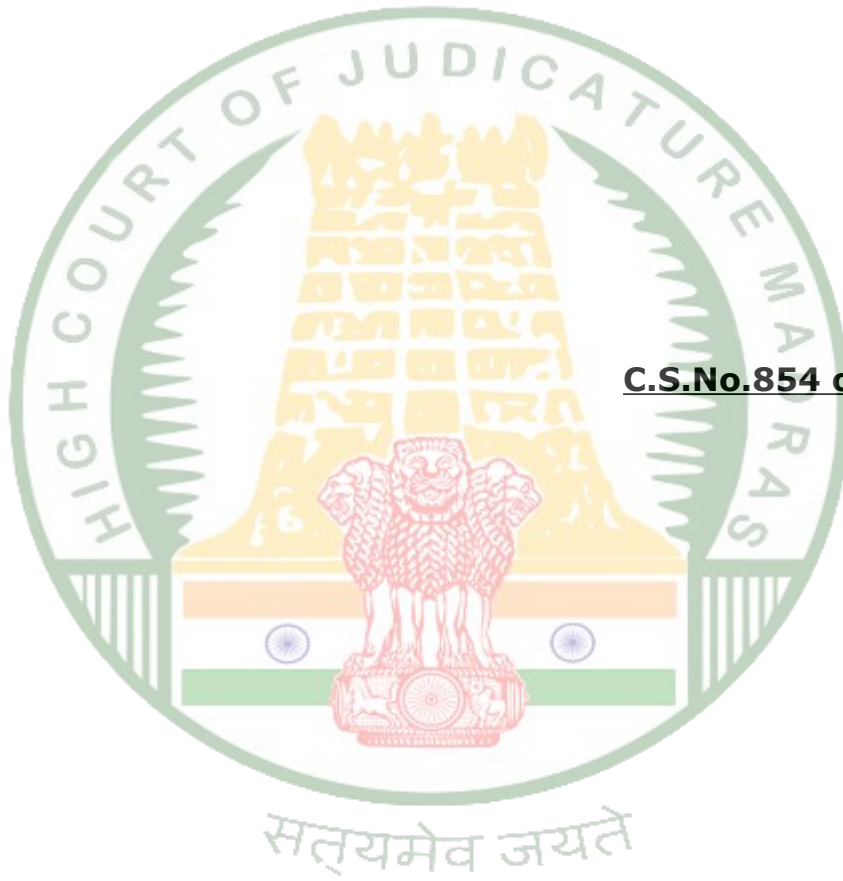
Speaking Order/Non-Speaking Order

Index : Yes/No

msr

DR. ANITA SUMANTH, J.

msr



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