

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.08.2017

CORAM :

The Hon'ble MR.JUSTICE T.S.SIVAGNANAM

AND

The Hon'ble MR.JUSTICE M.SUNDAR

C.S.No.921 of 2016

Ms.Maimoona Badsha

.. Plaintiff

-vs-

- 1.Shinu J.Pillai
- 2.Sachin Joseph
- 3.Suja S.
- 4.Indulekha S.P.
- 5.Philip T.Paul
- 6.Badsha & Co.

B2, May Fair, Chakola Colony Road,
Thevara, Cochin 682 015, Kerala.

.. Defendants

Plaint under Order IV Rule 1 of O.S. Rules and Order VII Rule 1 of the CPC read with Sec.27, 134 & 135 of the Trade Marks Act, 1999, with a prayer for a Judgment and Decree granting a permanent injunction, restraining the Defendants, by themselves, their servants, agents, men or anyone claiming through them from rendering, offering or advertising their legal services using the mark BADSHA/BADSHA & Co. or similar sounding marks in the course of their legal services on sign boards, letter heads, visiting cards, envelopes, stationery, website

www.badsha.co.in or in any other manner and pass of their legal services using the Trade Mark BADSHA/BADSHA & Co. as and for legal services under trademark BADSHA of the plaintiff or enable others to pass off; and directing the defendants to surrender to the plaintiff all advertisement materials and hoardings, letterheads, visiting cards and all other materials containing/bearing the trademark BADSHA/BADSHA & Co. or other deceptively similar Trade Mark in respect of legal services and directing to pay costs.

For Plaintiff : Mr.Vineet Subramani

For Defendants : Mr.S.P.Vijayaragavan
for RR 1, 3 and 6

* * * * *

J U D G M E N T

(Judgment of the Court was delivered by Mr.M.Sundar, J.)

Mr.Vineet Subramani, learned counsel for the appellant and Mr.S.P.Vijayaraghavan, learned counsel appearing for respondents 1, 3 and 6 are before us. At the joint request of the learned counsel, the Civil Suit file is called before this Court.

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2.The parties have settled their disputes on being referred to Tamil Nadu Mediation and Conciliation Centre and a Joint Memorandum of Compromise dated 02.08.2017 is placed before us today. A

settlement has been arrived at during the course of proceedings in O.S.A.Nos.166 to 168 of 2017 (by reference to Mediation Centre under aegis of this Court), which emanated from the proceedings in the present suit.

3.The terms of the compromise have been captured in a Joint Memorandum of Compromise dated 02.08.2017, which read as under:

JOINT MEMORANDUM OF COMPROMISE

1. Respondent 1, Mr.Shinu Pillai, represents himself, Respondent 3, who is his wife and Partner in the 6th Respondent firm, and the 6th Respondent Firm.
2. Respondent 1 states that Respondents 1, 3 & 6 have stopped using the name "Badsha & Co." since 01.01.2017.
3. Respondent 1 undertakes that Respondents 1, 3 & 6 shall not hereafter use the name "Badsha & Co.".
4. Appellant, Ms.Maimoona Badsha, states that this is acceptable to her.
5. The parties pray that this Joint Memorandum of Compromise may be taken on record.

4.From the Joint Memorandum of Compromise and the submissions of the learned counsel on either side, it is evident that the parties, who are signatories to the Joint Memorandum of Compromise, i.e., Appellant and Respondent No.1, for himself and for and on behalf

of his spouse-Respondent No.3 and partnership firm-Respondent No.6, were present before the Mediation Centre and therefore, we deem it appropriate to dispense with the presence of the parties before this Court for recording the Joint Memorandum of Compromise.

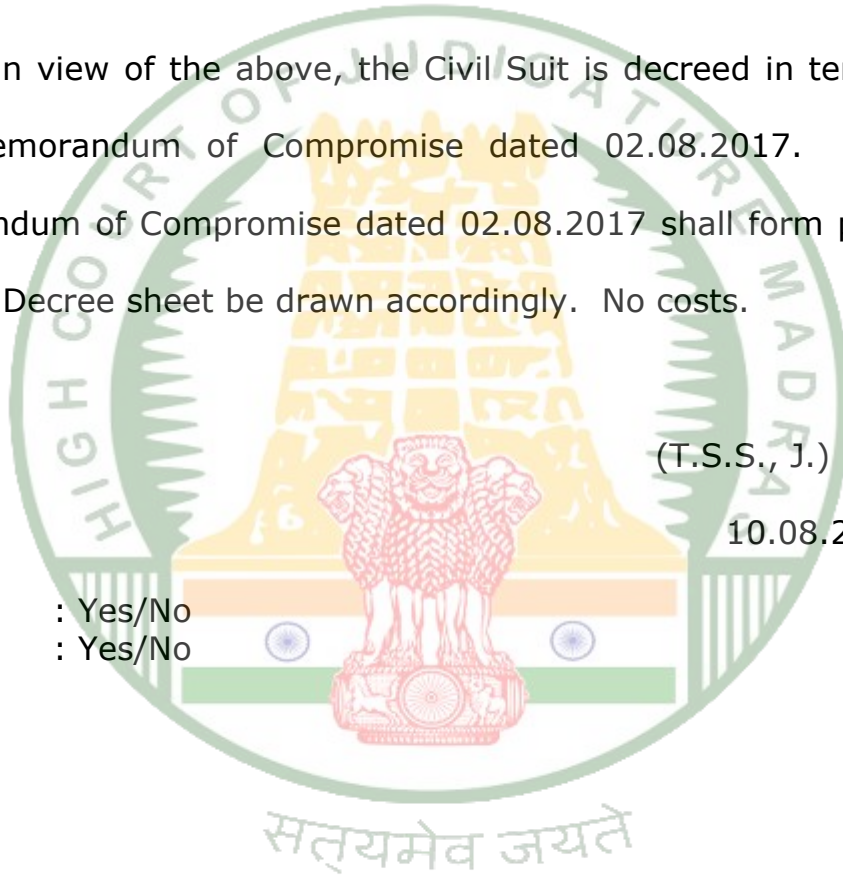
5. In view of the above, the Civil Suit is decreed in terms of the Joint Memorandum of Compromise dated 02.08.2017. The Joint Memorandum of Compromise dated 02.08.2017 shall form part of the decree. Decree sheet be drawn accordingly. No costs.

(T.S.S., J.) (M.S., J.)

10.08.2017

Index : Yes/No
Website : Yes/No

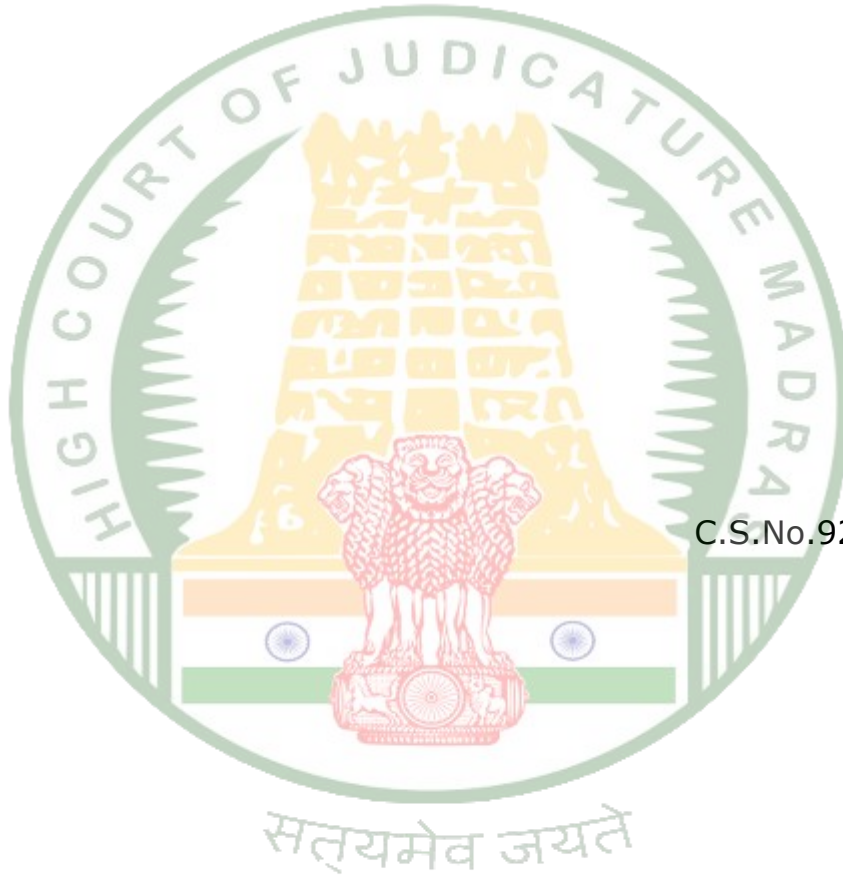
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T.S.Sivagnanam, J.
and
M.Sundar, J.

(sra)



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