

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.10.2018

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THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.323 of 2015

and

O.A.Nos.424 and 425 of 2015 and A.Nos.3052 and 3340 of 2018

M/s.Kalanjiyam Cut Piece,  
represented by its Partners  
1.Mohammed Mohideen  
2.M.Basheerudeen  
3.M.Thajudeen  
4.M.Jamaludeen  
No.17/1, Ranganathan Street,  
T.Nagar, Chennai-600 017. .. Plaintiff

Vs.

M/s.Kalanjiyam Textiles,  
rep by its Sole Proprietor / Partners,  
Old No.63, New No.100,  
M.C.Road,  
Chennai-600 021. .. Defendant

This Civil Suit is preferred, under Order VII Rule 1 CPC read with Order IV Rule 1 of Original Side Rules of the Madras High Court and Sections 11, 29, 134 and 135 of Trade Marks Act, 1999 seeking (a) to grant a permanent injunction, restraining the defendant, by itself, its servants, agents, distributors, or any one claiming through them from manufacturing, selling, advertising and offering for sale using the trade mark KALANJIYAM TEXTILES upon the goods or in any media and use the same in invoices, letter heads and visiting cards or by using any other trade mark which is in any way visually, phonetically or deceptively similar to the plaintiffs registered trade mark KALANJIYAM CUT PIECE AND KALANJIYAM or in any manner infringing the plaintiff's registered trade mark Nos.690216, 1548035 and 1548038, (b) to grant a permanent injunction restraining the defendant by themselves, their servants, agents, men or any one claiming through them from manufacturing, marketing, distributing, offering or advertising for sale of TEXTILE GOODS using the mark KALANJIYAM TEXTILES or similar sounding names in the course of their business and pass off their TEXTILE GOODS using the trade mark KALANJIYAM CUT PIECE AND KALANJIYAM as and for the KALANJIYAM CUT PIECE AND KALANJIYAM goods of the applicant or enable others to pass off, (c)to direct the defendant to surrender to plaintiffs all TEXTILE GOODS packing material, cartons, advertisement materials and hoardings, letter-heads, visiting cards, office stationery and all other materials containing /bearing the trade mark KALANJIYAM TEXTILES or other deceptively similar trade marks in respect of above, (d) for a preliminary decree in favour of plaintiffs, directing the defendant to render an account of profits made by them by the use of the trade mark KALANJIYAM TEXTILES on the good referred and for a final decree in favour of plaintiffs for the amount of the

profits found to have been made by the defendants, after the defendants have rendered accounts, (e) to direct the defendant to pay to plaintiffs the costs to the suit and (f) to pass such further or other order as this court may deem fit and proper in the circumstances of the case.

For Plaintiff : Ms.Vasudha Thiagarajan

For Defendant : Ms.Rajeni Ramadass

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## JUDGMENT

There is a sole plaintiff and a lone defendant in this suit.

2 This suit is listed under the caption 'REPORTING SETTLEMENT AND MEMORANDUM OF COMPROMISE' today. In other words, this suit is listed for reporting settlement and for recording memorandum of compromise.

3 Plaintiff is a partnership firm and one of its partners M.Jamaludeen is before this Commercial Division. On behalf of plaintiff, Ms.Vasudha Thiagarajan, counsel on record is before this Commercial Division.

4 The Court is informed that defendant Kalanjiyam Textiles is a sole proprietary concern and M.Saraswathi, wife of Muthukrishnan, is the sole Proprietrix carrying on business in the name and style 'Kalanjiyam Textiles'. Aforesaid Ms.M.Saraswathi, wife of Muthukrishnan, is present before this Commercial division and Ms.Rajeni Ramadass, counsel on record for sole defendant is also before this Commercial Division.

5 Both aforesaid learned counsel submit on instructions from their respective clients that parties have amicably settled the lis amongst themselves and have reduced the terms to a Joint Memo of Compromise dated 26.09.2018 (hereinafter referred to as 'said JMOC' for the sake of convenience and clarity).

6 Both learned counsel on instructions make a joint request that the main suit itself be decreed in terms of JMOC.

7 Aforesaid parties who are present in Court confirmed that they have understood the terms of JMOC and they also requested that the main suit itself be decreed in terms of aforesaid JMOC.

8 To be noted, JMOC has been duly signed by all four partners of plaintiff firm, plaintiff's counsel on record, aforesaid defendant Ms.M.Saraswathi and her counsel.

9 Both parties to the lis before this Court have produced their photo identity cards, i.e., Aadhar Cards. They have also produced self attested photocopies of the said photo identity cards.

10 In the light of the narrative supra, there shall be a decree in the suit in terms of the aforesaid JMOC, i.e., Joint Memo of Compromise dated 26.09.2018. The JMOC and the self attested photocopies of photo identity cards of parties shall all form part of the compromise decree.

11 The suit is decreed on above terms. No costs. Consequently, connected applications are closed.

08.10.2018

Index : Yes/No

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M.SUNDAR, J.

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