

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29.08.2018

CORAM

THE HONOURABLE MR.JUSTICE **M.SUNDAR**

C.S.No.573 of 2017

and

O.A.No.703 of 2017 and A.No.6662 of 2017

V.Rangasamy Naidu Educational Trust
(a Trust registered under the Indian Trust
Act, 1882) rep. by its
Managing Trustee Dr.S.R.K. Prasad ... Plaintiff

Vs

- 1.The Central Institute of Technology,
Kokrajhar, Rangalikhata Post,
Kokrajhar District, BTAD,
Assam - 783 370.
- 2.The Director,
The Central Institute of Technology,
Kokrajhar, Rangalikhata Post,
Kokrajhar District, BTAD,
Assam - 783 370.
- 3.The Registrar,
The Central Institute of Technology,
Kokrajhar, Rangalikhata Post,
Kokrajhar District, BTAD,
Assam - 783 370. ... Defendants

This Civil Suit is preferred, under Order IV Rule 1 O.S. Rules
read with Order VII Rule 1 C.P.C. and Sections 28, 29, 134 and 135 of
The Trade Marks Act, 1999 praying for

(i)Permanent injunction restraining the defendants 1 to 3 jointly and severally, its Trustees, Correspondents, Director, Registrar, Principal, Governing Council, Staff, Agents, Students, Representatives or any one associated or related with them from in any manner infringing the plaintiff's registered trademark "CIT" under Trademark Registration No.2149954 in Class 41 and thereby retraining them from using any trademark, trade name, abbreviation or word that is identical or deceptively similar to the plaintiff's said registration trademark "CIT" or rendering or offering any services, advertisements, displaying or portraying or in any manner either directly or indirectly using or dealing with or depicting the word "CIT" especially in their precincts, premises, in their domain name www.cit.ac.in, in their website web pages, in the stationary, admission forms, information brochures or in any manner whatsoever;

(ii)Direction to the defendants to deliver-up to the plaintiff all labels, blocks, dyes, stationers and all other printing materials, stickers, signage, visiting cards, letter heads, pamphlets, brochures, prospects, application forms, bill books and all other printed material and all other advertisements and promotional materials and stationery items and website codes/keys and such other materials containing the word "CIT" for destruction by the plaintiff; and

(iii)costs.

For Plaintiffs : Mr.GK.Muthukumar

For Defendants : Ms.K.Aparna Devi

JUDGMENT

Mr.GK.Muthukumar, learned counsel on record for the sole plaintiff and Ms.K.Aparna Devi, learned counsel on record for all the three defendants are before this Commercial Division.

2.Both learned counsel submit that the entire *lis* has been amicably settled between the parties to this suit and that they have reduced the same to writing in the form of a memo of compromise dated 29.08.2018 (hereinafter referred to as 'said MOC' for the sake of convenience and clarity).

3.Said MOC has been placed before me and the same has been duly signed by both the parties to this *lis* and their respective counsel.

4.On behalf of the plaintiff, Mr.A.R.Suresh is present before this Commercial Division and a resolution dated 28.08.2018 made by the plaintiff Trust and signed by its Managing Trustee has been placed before me. To be noted, a copy of the aforesaid resolution has been signed by Dr.S.R.K.Prasad, Managing Trustee of the plaintiff Trust who

has verified and signed the plaint. Aforesaid Mr.A.R.Suresh affirms that he has the authority to represent the plaintiff Trust *inter alia* by the virtue of the aforesaid resolution and that a decree in terms of said MOC may please be passed is his plea.

5.On the side of the defendants, with regard to presence of defendants' representative, a memo dated 29.08.2018 has been filed and the same reads as follows:

1.It is submitted that the above suit C.S.573 of 2017 was compromised by the Plaintiff and the defendants and filing the memo of compromise signed by all the parties.

2.It is further submitted the defendant institution is a central institute situated in the far eastern state of Assam, located 260 kms from Gauhati. It is submitted that all the defendants had signed the compromise memo and sent the same. It is hence requested to dispense with the presence of the defendants before this Hon'ble High Court.

3.This Hon'ble Court is therefore requested to receive the Memo and pass necessary orders and thus render justice.

6.The aforesaid memo is self explanatory. In addition to the aforesaid memo, it is submitted that Ms.Chaitali Brahma, Registrar of the Defendant institution was present before this Commercial Division on 18.07.2018 and she affirmed that the matter is heading for a settlement. Owing to the memo and such submission, personal presence of defendants' representative for recording said MOC is dispensed with.

7.In the aforesaid scenario, both the learned counsel request that the suit be disposed of by way of a decree in terms of said MOC.

8.Said MOC reads as follows:

The parties hereinabove have mutually agreed to the following terms of compromise and pray that a judgment and decree may be passed by this Hon'ble Court in terms thereof:

1.The Plaintiff is a registered Trust established in the year 1956 with philanthropic objectives and in pursuance of which it had established educational institutes namely an engineering college under the name and style of Coimbatore Institute of Technology at Coimbatore

in the year 1956 and also a polytechnic college in the name and style of CIT Sandwich Polytechnic College also at Coimbatore, in the year 1961, and is continuously running the same.

2.The Plaintiff had coined, adopted and used the word "CIT" as its trademark since 1956 for its said educational institutes and continues to use the same. It has obtained trademark registration for the said trademark "CIT" effective from 25.05.2011.

3.The 1st Defendant Institute is an autonomous body registered under the Societies Registration Act, 1860 and functions under a Board of Governors. It was established on 10.02.2006 by way of a Memorandum of Settlement executed at New Delhi and entered into between the Union Government of India, Government of Assam and the Bodo Liberation Tigers.

4.The Plaintiff had initiated Trademark infringement action against certain persons for infringement of its registered trademark "CIT" and for passing off. These persons had cited the 1st Defendant Institute as an entity which is also using the trademark "CIT" and that in view of which they are also entitled to use the said word and hence

sought to justify their use by citing the 1st Defendant's use. In view of which the Plaintiff was constrained to file a trademark infringement suit in CS.No.573 of 2017 before the Hon'ble Madras High Court alleging trademark infringement by the 1st Defendant Institute and obtained interim injunctive orders.

5.Both parties herein have mutually thereafter agreed to resolve the issue amicably so as to protect their mutual interests without affecting each other.

6.In view of the fact that the 1st Defendant Institute was established by a Memorandum of Settlement on Bodoland Territorial Council (BTC) signed between the Union Government of India, the Government of Assam and the Bodo Liberation tigers, as detailed hereinabove, the plaintiff, in view of the special circumstances, hereby permits the 1st Defendant to use the word "CIT" along with the words "The Central Institute of the Technology, Kokrajhar". It also permits the 1st Defendant's use of the word "CIT" in the domain name of the 1st Defendant Institute as www.cit.ac.in.

7.The plaintiff hereby has 'no objection' to the use of the word "CIT" by the 1st Defendant Institute as mentioned above. The Defendants also have no objection to the Plaintiff's trademark registration of their trademark "CIT" or to its use by the Plaintiff in any manner. Both parties thereby agree to co-exist.

8.The Plaintiff shall be fully entitled to enforce and to protect its trademark rights (both under the common law and under statute) over its said trademark "CIT" against any infringers and the use as above said by the 1st Defendant Institute shall not stand in the way/be a precedent.

9.The Defendants shall not object to the Plaintiff's use and/or registration of the Trademark CIT, anywhere in the world.

10.In view of this Memo of Settlement, the parties herein agree to give up all claims against each other, in the manner stated therein.

11.Both parties agree to bear their own costs.

12.The parties herein pray that this Hon'ble Court may be pleased to take this Memo of

Compromise on record and to pass a judgment and decree in terms thereof.

*Dated on this the 29th Day of August
2018*

9. In the light of the narrative supra, this suit is decreed in terms of said MOC. Said MOC (dated 29.08.2018) shall form part of the compromise decree. In addition to said MOC, aforesaid resolution of plaintiff Trust dated 28.08.2018, self attested photocopy of the photo identity card of the plaintiff Trust's representative and aforementioned memo dated 29.08.2018 filed by the learned counsel for the defendants shall all form part of the compromise decree. Consequently, connected interlocutory applications are closed.

29.08.2018

Index: Yes/No
mmi

To

1. The Central Institute of Technology,
Kokrajhar, Rangalikhata Post,
Kokrajhar District, BTAD,
Assam - 783 370.

M.SUNDAR, J.

mmi

2.The Director,
The Central Institute of Technology,
Kokrajhar, Rangalikhata Post,
Kokrajhar District, BTAD,
Assam - 783 370.

3.The Registrar,
The Central Institute of Technology,
Kokrajhar, Rangalikhata Post,
Kokrajhar District, BTAD,
Assam - 783 370.

**C.S.No.573 of 2017****WEB COPY****29.08.2018**