

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 05.02.2018

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.650 of 2017
and O.A.No.799 of 2017
and A.No.8402 of 2017

M/s.Unisept Nourishments Private Limited
Rep. by its Director Mr.A.Aniskhan
S/o.Arifulla Khan, having its
Registered Office at No.T-101,
3rd Avenue, Anna Nagar, Chennai - 40. .. Plaintiff

Vs.

M/s.KTC Ventures
Rep. by its Managing Partner
Mr.Mohamed Zaheen
No.150/A, can Road, Khaderpet,
Vaniyambadi - 635 751 .. Defendant

This Civil Suit is preferred, under Order VII Rule 1 C.P.C. Read with Order IV Rule 1 of Original Side Rules and Sections 134 & 135 of the Trade Mark Act, 1999 praying to

a) grant permanent injunction restraining the defendant, his men, servants, agents or any other person claiming through him from any manner passing off his products as that of the plaintiff trademark LASSI HOUSE by the offending trade mark as "Lassi house" or any other trademark identical or similar or deceptively similar to that of the plaintiff's reputed trademark "LASSI HOUSE".

b) direct the defendant to pay sum of Rs.1,00,000/- (Rupees one lakh only) which has occurred by using the plaintiff brand name and trademark logo in the business done by the defendant from June 2017 to till date act and for future date till the defendant surrenders; and

c) direct the defendant to pay the cost of the suit.

For Plaintiff : Mr.P.Sidharthan

For Defendant : Mr.R.Subramanian & B.Ravi

JUDGMENT

On behalf of the plaintiff Mr.Aniskhan, Director of plaintiff Company is before this Commercial Division. Mr.Sidharthan, counsel on record for the plaintiff Company is before this Commercial Division.

2. On behalf of the sole defendant, Mr.Ravi, counsel on record is before this Commercial Division. Mr.Mohammed Zaheen of sole defendant firm was already present before this Commercial Division on 01.02.2018 and 02.02.2018. To be noted, defendant has already submitted that he is agreeable for a joint memo of compromise and settlement.

3. Today, a joint memo of compromise dated 05.02.2018 has been placed before me with a request that a decree be passed in terms of the joint memo of compromise.

4. To be noted, the joint memo of compromise has been duly signed by the plaintiff and the defendant and their respective counsel. Also to be noted, there is an annexure in the aforesaid joint memo of compromise depicting the

mark to be used by the defendant, for the present that is mutually agreeable to both the litigants.

5. In the light of the narrative supra, there shall be a decree in terms of the aforesaid joint memo of compromise dated 05.02.2018, which reads as follows:

"The plaintiff has filed the present suit seeking the relief of permanent injunction restraining the defendant his men, agents, servants or any other person claiming through him from any manner passing off his products as that of the plaintiff trademark LASSI HOUSE by the offending trademark as "Lassi house" or any other trademark identical or similar or deceptively similar to that of the plaintiff's reputed trademark "LASSI HOUSE" (B) Directing the defendant to pay sum of Rs.1,00,000/- (Rupees one lakh only) by using the plaintiff brand name and trademark logo in the business done by the defendant from June 2017 to till date act and for future date till the defendant surrenders and the defendant had also filed the written statement disputing the same.

It is agreed that all these questions are left open to be agitated before the concerned Trademark Registry wherein the plaintiff have filed an application dated 14.05.2017 for registration of Trade Mark Image "Lassi House" with Logo.

It is also agreed by the defendant to effect changes in name board by writing KTC VENTURES in a big font below "Lassi House" as annexed along with the memo.

It is also agreed by the defendant to print Lassi House KTC Ventures in their Bills.

It is agreed that the suit may be disposed recording the above joint memo.

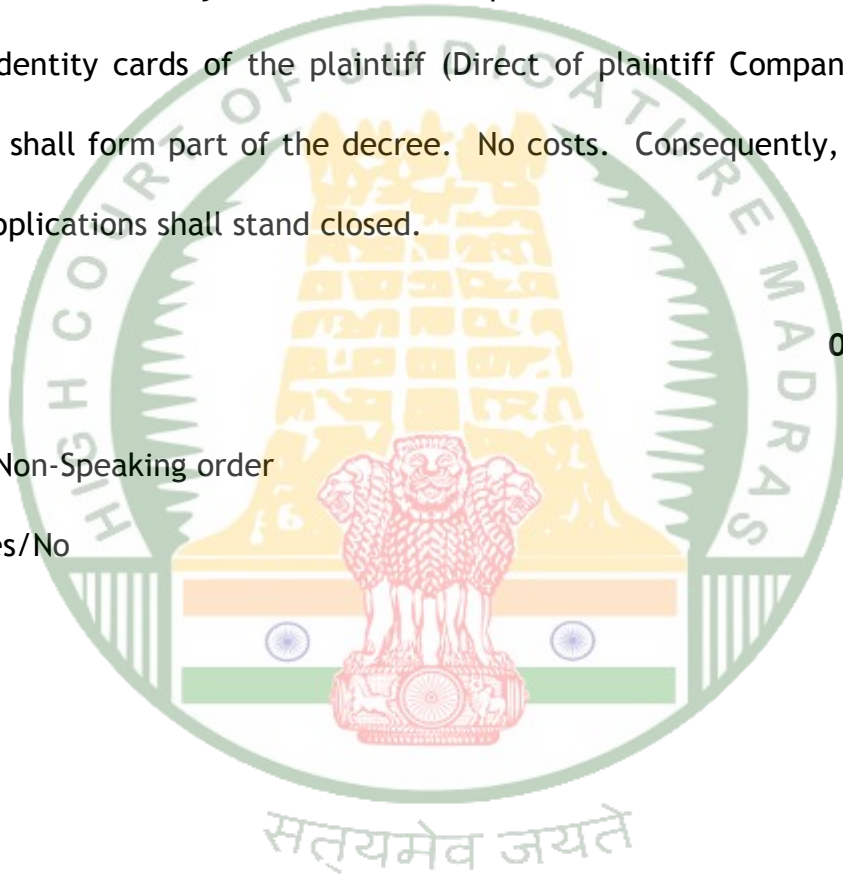
6. The aforesaid joint memo of compromise dated 05.02.2018 and self attested identity cards of the plaintiff (Direct of plaintiff Company) and the defendant shall form part of the decree. No costs. Consequently, connected pending applications shall stand closed.

05.02.2018

Speaking/Non-Speaking order

Index : Yes/No

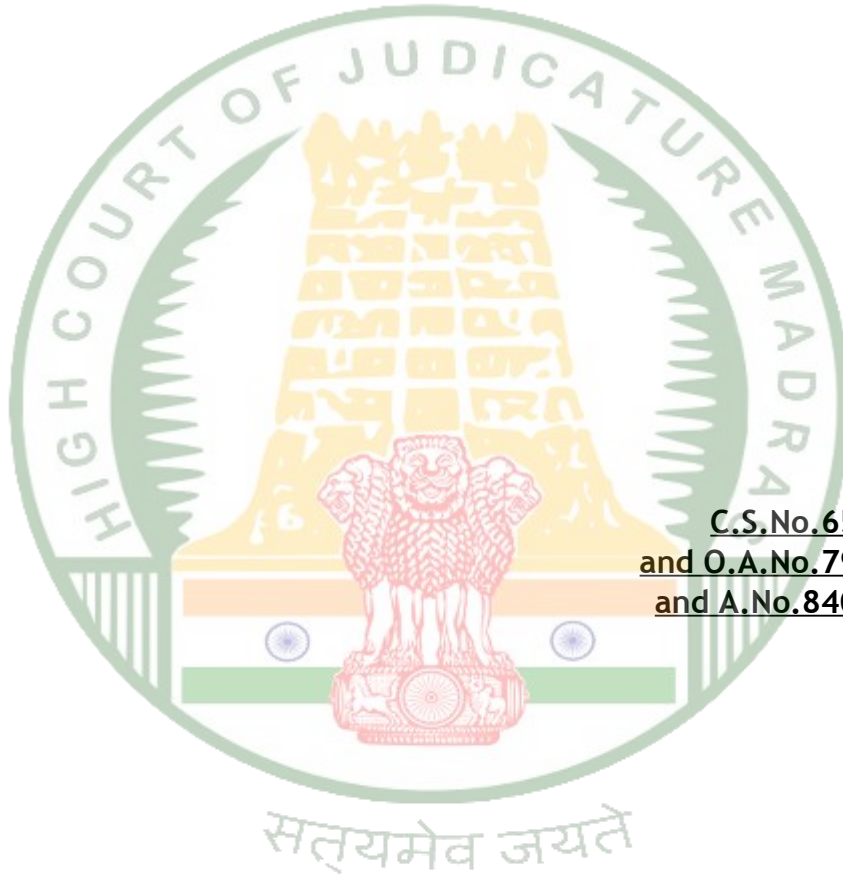
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M.SUNDAR, J.

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