

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 05.09.2018

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.603 of 2008
and A.No.2916 of 2010

Consim Info Private Limited,
Rep. by its Director,
Mr.Janakiraman Murugavel,
301, Prince Centre, III Floor,
New No. 248, Anna Salai, (Pathari road)
Chennai - 600 006 .. Plaintiff

Vs.

People Interactive (I) Pvt Ltd
Represented by its Board of Directors
Shop No: 33, 34, 35, 36 Door No:96,104,
Ground Floor, Kaveri Complex,
Nungambakkam High Road,
Near NABARD Bank, Nungambakkam,
Chennai - 600034 .. Defendant

This Civil Suit is preferred, under Order IV Rule 1 of O.S. Rules and Order VII Rule 1 of CPC read with Section 29, 134 & 135 of the Trade Marks Act 1999, seeking a permanent injunction restraining the Defendant by itself, its men, servants, agents, domain name owners, distributors, representatives or any one claiming through it from operating a web site or link using as URL or domain name or otherwise the mark "Matrimony 2.0" or using in any manner whatsoever the said mark as corporate name, email id, website address, trading style or service mark or using the said mark in the course of trade or business; or using any mark which is in any manner deceptively similar to the Plaintiff's registered trademark 'BharatMatrimony' registered under No.1335999 and in any manner infringing the Plaintiffs aforesaid registered trade mark; seeking a permanent injunction restraining the Defendant by itself, its men, servants, agents, domain name owners, distributors, representatives or any one claiming through it from operating a web site or link using as URL or domain name or otherwise the mark "Matrimony 2.0" or using otherwise in any manner whatsoever the said mark as corporate name, email id, website address, trading style or service mark or using the said mark in the course of trade or business; or using any mark which is in any manner deceptively similar to the Plaintiff's registered trademark 'Bharat Matrimony' and thereby passing off and/or enabling others to pass off its business and web site as that of the Plaintiffs or doing any act or deed calculated to deceive the consumers; seeking a permanent injunction restraining the Defendant by itself, its men, servants, agents, domain name owners, distributors, representatives or any one claiming through it from in any manner interfering with the Plaintiffs business operations; to direct the Defendant to surrender on oath to the Plaintiff for destruction all pouches, labels, cartons, packages, packing materials, dyes, printing blocks, moulds, screen prints, brochures, pamphlets, stationery, invoices and other marketing and promotional and other materials bearing the mark "Matrimony 2.0" or any

mark or label deceptively similar to Plaintiff's registered trademark "BharatMatrimony"; seeking for a preliminary decree in favour of the Plaintiff, directing the Defendants to render an account of profits made by them by the use of the Trademark "Matrimony 2.0" and for a final decree in favour of the Plaintiff for the amount of the profits found to have been made by the Defendant, after the Defendant have rendered accounts and for Costs.

For Plaintiff : Mr.M.G.Pranava Charan

for M/s.Kochhar and Co

For Defendant : Ms.C.Uma

JUDGMENT

On behalf of plaintiff, a memo dated 04.09.2018 has been filed and the same reads as follows:

'MEMO FILED ON BEHALF OF PLAINTIFF

The counsel for the plaintiff submits as follows:

1. The Plaintiff filed the above suit in the year 2008 before this Hon'ble High Court interalia seeking for the following reliefs of granting a permanent injunction restraining the Defendant, by himself, its men, servants, domain name owners, distributors, representatives or anyone claiming through it from operating a web site or link using as URL or domain name or otherwise the mark "Matrimony 2.0" or using in any manner whatsoever the said mark as corporate name, email id, website address, trading style or service mark or using the said mark in the course of trade or business; or using any mark which is in any manner deceptively similar to the Plaintiff's registered trademark "BharatMatrimony" registered under no.1335999 and in any manner infringing the Plaintiffs aforesaid registered trade mark.

2. At this juncture, the Counsel has received instructions from the Plaintiff to withdraw the suit and take all necessary steps to comply with the same. The instructions received from the Plaintiff to withdraw the matter vide letter dated 27.08.2018 is enclosed herewith as Annexure 1.

In light of the aforesaid, it is most respectfully prayed that this Hon'ble Court may be dismissed the suit as withdrawn and pass such further or other orders as this Hon'ble Court deems fit and necessary in this case and thus render justice.

Dated at chennai on this 4th day of September, 2018.

(s/d)

COUNSEL FOR PLAINTIFF'

2. A letter dated 27.08.2018 addressed to the plaintiff's counsel has also been annexed to the aforesaid Memo. Mr.M.G.Pranava Charan, learned counsel of M/s.Kochhar and Co (Law Firm) submits that the aforesaid letter dated 27.08.2018 is from the plaintiff. The said letter reads as follows:

'To

Kochhar & Co

Advocates,

Suite 305

Delta Wing, 3rd Floor

'Raheja Towers'

177, Anna Salai

Chennai □ 600 002.

Kind Attention: Mr.M.G.Pranava Charan, Advocate

Sub: C.S.No.603 of 2008 - Consim Info Private Limited Vs. People Interactive (India) Private limited- withdrawal of the Suits before High Court of Madras.

That the subject mentioned suit has been filed in the year 2008 by Matrimony.com Limited (Earlier known as Consim Info Private Limited and Matrimony.com Private Limited) before the Hon'ble High court of Madras.

That now the Plaintiff i.e., Matrimony.com Limited wishes to withdraw the subject mentioned suit from this Hon'ble court due to business reasons.

You are requested to intimate our decision to withdraw the subject case to the Honourable High Court and take all necessary steps to withdraw the same.

The Certified true copy of the Name change from Consim Info to Matrimony.com Limited is enclosed herewith for records.

Regards,

For Matrimony.com Limited

(s/d)

S.Ravichandran

General Manager - Legal & Regulatory"

3. The memo dated 04.09.2018 and annexed letter dated 27.08.2018 extracted and reproduced supra are self explanatory.

4. Contents of the memo are reiterated by the learned counsel in the hearing today and learned counsel submits that plaintiff is not insisting on refund of Court fee.

5. In the light of the aforesaid narrative, this suit is dismissed as withdrawn. Consequently, connected pending application is closed. There shall be no order as to costs.

05.09.2018

Speaking/Non-Speaking order

Index : Yes/No

vsm/kan

M.SUNDAR, J.

vsm/kan

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and

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