

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 07.09.2018

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.99 of 2008

Consim Info Private Limited,
301, Prince Centre, III Floor,
New No. 248, Anna Salai, (Pathari road)
Chennai - 600 006 .. Plaintiff

Vs.

Mr.Vinu Mohan
Bharthmatrimony.net
P.B.No.36069
Dubai
UAE .. 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 27, 134 & 135 of the Trade Marks Act 1999, seeking a permanent injunction, restraining the Defendant, by himself, his servants, agents, distributors or anyone claiming through them from infringing the Plaintiff's Trademarks "Hindimatrimony, BharathMatrimony, Tamilmatrimony, Keralamatrimony, Gujaratimatrimony, Oriyamatrimony, marathimatrimony, Marwadimatrimony, Bengalimatrimony, Parsimatrimony, Punjabimatrimony, Telugumatrimony, Kannadamatrimony, Assamesematrimony, Sindhimatrimony, by using them as part of the domain name of the defendant or as his trademark/website/Internet address, e-mail id/trading style or corporate name/service mark or by using any other Trade Mark which is in any way visually, phonetically or deceptively similar to the Plaintiff's Registered Trade Marks in the course of his trade and business; seeking a permanent injunction, restraining the Defendant, by himself, his servants, agents, distributors or anyone claiming through them from using letter heads, exhibits or any other stationery/material containing the Trademarks Hindimatrimony, BharathMatrimony, Tamilmatrimony, Keralamatrimony, Gujaratimatrimony, Oriyamatrimony, marathimatrimony, Marwadimatrimony, Bengalimatrimony, Parsimatrimony, Punjabimatrimony, Telugumatrimony, Kannadamatrimony, Assamesematrimony, Sindhimatrimony, in the course of his trade and business; seeking a permanent injunction, restraining the Defendant, by himself, his servants, agents, distributors or anyone claiming through them from passing off the defendant's website Hindimatrimony.net, BharathMatrimony.net, Tamilmatrimony.net, Keralamatrimony.net, Gujaratimatrimony.net, Oriyamatrimony.net, marathimatrimony.net, Marwadimatrimony.net, Bengalimatrimony.net, Parsimatrimony.net, Punjabimatrimony.net, Telugumatrimony.net, Kannadamatrimony.net, Assamesematrimony.net and Sindhimatrimony.net and in any manner passing off and/or enabling others to pass off the Defendant's websites as and for the Plaintiff's websites or doing any act or deed calculated to deceive the consumers; seeking for a preliminary decree in favour of the plaintiffs, directing the Defendants to render an account of profits made by them by the use of the Trademarks Hindimatrimony.net, BharathMatrimony.net, Tamilmatrimony.net, Keralamatrimony.net, Gujaratimatrimony.net, Oriyamatrimony.net,

marathim matrimony.net, Marwadim matrimony.net, Bengalim matrimony.net, Parsim matrimony.net, Punjabim matrimony.net, Telugum matrimony.net, Kannad matrimony.net, Assamese matrimony.net and Sindhim matrimony.net and for a final decree in favour of the plaintiffs for the amount of the profits found to have been made by the Defendants, after the Defendants have rendered accounts and for costs.

For Plaintiff : Mr.M.G.Pranava Charan

For Defendant : No Appearance

JUDGMENT

Mr.Pranava Charan, learned counsel is before this Commercial Division on behalf of the sole plaintiff. Learned counsel has filed a memo dated 04.09.2018 signed by the counsel on record for plaintiff and the said memo reads as follows:

"MEMO FILED ON BEHALF OF PLAINTIFF

The counsel for the Plaintiff submits as follows:

The Plaintiff filed the above suit in the year 2008 before this Hon'ble High Court inter alia seeking for the following reliefs of granting a permanent injunction, restraining the Defendant, by himself, his servants, agents, distributors or anyone claiming through them from infringing the Plaintiff's Trademarks " Hindim matrimony, BharathMatrimony, Tamilmatrimony, Keralam matrimony, Gujaratim matrimony, Oriyam matrimony, marathim matrimony, Marwadim matrimony, Bengalim matrimony, Parsim matrimony, Punjabim matrimony, Telugum matrimony, Kannad matrimony, Assamese matrimony, Sindhim matrimony , by using them as part of the domain name of the defendant or as his trademark/website/Internet address, e-mail id/trading style or corporate name/service mark or by using any other Trade Mark which is in any way visually, phonetically or deceptively similar to the Plaintiff's Registered Trade Marks in the course of his trade and business.

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 dismiss 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

Sd/-

COUNSEL FOR PLAINTIFF"

2. Annexure to the aforesaid memo is a letter dated 27.08.2018 from the Plaintiff to the Plaintiff's counsel on record which reads as follows:

"27.08.2018

To

Kochhar & Co./Sivam Sivanandaraj,

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.99 of 2008-Consim Infor Private Limited Vs.Vinu Mohan-Reg.

That the subject mentioned suit was 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. In the said proceeding, the matter was posted for recording ex-parte evidence by an order dated 08.11.2010 and the same is pending till date.

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.

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

You are requested to intimated our decision to withdraw the subject case to the Hon'ble Madras High Court and take all necessary steps to withdraw the same.

Regards,

For Matrimony.com Limited

Sd/-

S.Ravichandran

General Manager - Legal & Regulatory."

3. Mr.Pranav Charan, learned counsel reiterates the aforesaid memo/annexure and submits that the plaintiff is not insisting on refund of Court fee.

4. In the light of the aforesaid memo/annexure and reiteration of the same, this suit will stand dismissed as Withdrawn. No order as to costs.

07.09.2018

gpa/kan

Note: Issue order copy on 11.09.2018

M.SUNDAR, J.

gpa/kan

C.S.No.99 of 2008

07.09.2018