

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated:08.03.2018

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.310 of 2016

&

A.No.3947 of 2016

M/s.Maya Appliances Private Limited
No.10/5, Royal Enclave
Besant Avenue, Adayar
Chennai – 600 020
Represented by its Authorised Signatory
Mr.N.Balaji

.. Plaintiff

Vs.

1.M/s.Arul Industries
Ideal Nagar
3/171, Vellalankulam
Tenkasi Road
Tirunelveli- 627 012

2.Mr.G.Aaron Raja
Partner,
M/s.Arul Industries
Ideal Nagar
3/171, Vellalankulam
Tenkasi Road
Tirunelveli- 627 012

3.Mr.A.Jeba Suresh
Partner,
M/s.Arul Industries
Ideal Nagar
3/171, Vellalankulam
Tenkasi Road
Tirunelveli- 627 012

.. Defendants

This Civil Suit filed under Section 22 of the Designs Act, 2000

read with Order IV Rule 1 of O.S.Rules and Order VII Rule 1 CPC to declare that the defendants are infringing upon the plaintiff's copyrighted design No.261951 in respect of its VIDIEM "JEWEL" table top wet grinder by the manufacture and sale of the defendants "IDEAL digi grind" wet grinder; to grant a permanent injunction restraining the defendants, their men, agents or persons acting on their behalf, from in any manner infringing the plaintiff's copyright in wet grinder registered Design No.261951 by manufacturing , or offering for sale or selling any wet grinder model with the twin wiper feature similar to the plaintiff's twin wiper design; to direct the defendants to pay the plaintiff a sum of Rs.25,01,000/- as damages along with interest @ 18% per annum from the date of plaint till date of realization; to declare the defendants, their men, agents and persons acting on their behalf to deliver up for destruction all the infringing products of the defendants including all dyes, moulds and other machinery that may be used in the manufacture of the infringing products and for the costs of the suit.

For Plaintiff : Mr.T.K.Bhaskar

For Defendant : Mr.K.S.Karthik

JUDGMENT

Mr.T.K.Bhaskar, learned counsel on record for plaintiff and Mr.K.S.Karthik, learned counsel on record for defendant are before this Commercial Division. On behalf of the plaintiff, which is a Private Limited Company Mr.E.Mohan, Authorized Signatory, supported by Board Resolution is before this Commercial Division. On behalf of defendants, Mr.A.Jeba Suresh, who is Defendant No.3, is before this Commercial Division for himself and on behalf of all the three

defendants.

2. Both the learned counsel, on instruction, from their respective client make a submission that a memorandum of compromise dated 08.03.2018 has been entered into between the plaintiff and the defendants. Both sides request this Commercial Division that a compromise decree in terms of memorandum of compromise may please be passed .

3. The memorandum of compromise (dated 08.03.2018) and the terms therein reads as follows:

"The parties have agreed the following points as full and final settlement of all disputes which are a subject matter of C.S.No.310 of 2016.

1.The Defendants shall not directly or indirectly manufacture or offer for sale any twin wiper wet grinder that infringe the plaintiff's Design No.261951.

2.The Defendants shall destroy all dies and moulds, which are used to manufacture the twin wiper wet grinder that infringe the plaintiff's Design No.261951.

3.The Defendants shall not directly/indirectly make or cause to be made, or participate or assist in making any challenge to the plaintiff's intellectual property relating to the twin wiper wet grinder that infringe the plaintiff's Design No.261951.

4.The Defendant shall notify all distributors of the defendant to stop distribution and sales to consumers of the twin wiper wet grinder that infringe the plaintiff's design No.261951 and provide the plaintiff with the copy of the letter.

5.The Defendants shall not directly/indirectly make or cause to be made, or participate or assist in making any application for the registration of any intellectual property relating to the twin wiper wet grinder of the plaintiff registered as design No.261951.

6.The Parties agree to bear their respective costs in the said suit.

It is submitted that the above suit may be decreed in terms of the above Compromise Memo and pass such further or other orders as this Hon'ble Court may deem fit to pass and thus render justice. "

4. There shall be a decree in terms of the aforesaid memorandum compromise dated 08.03.2018 and the memorandum of compromise shall also form part of the decree along with the self-attested photo identify cards of the aforesaid individuals representing the plaintiff and defendants, who were present in Court.

Suit is decreed on above terms. No costs. Consequently, the connected miscellaneous petition is closed.

WEB COPY 08.03.2018

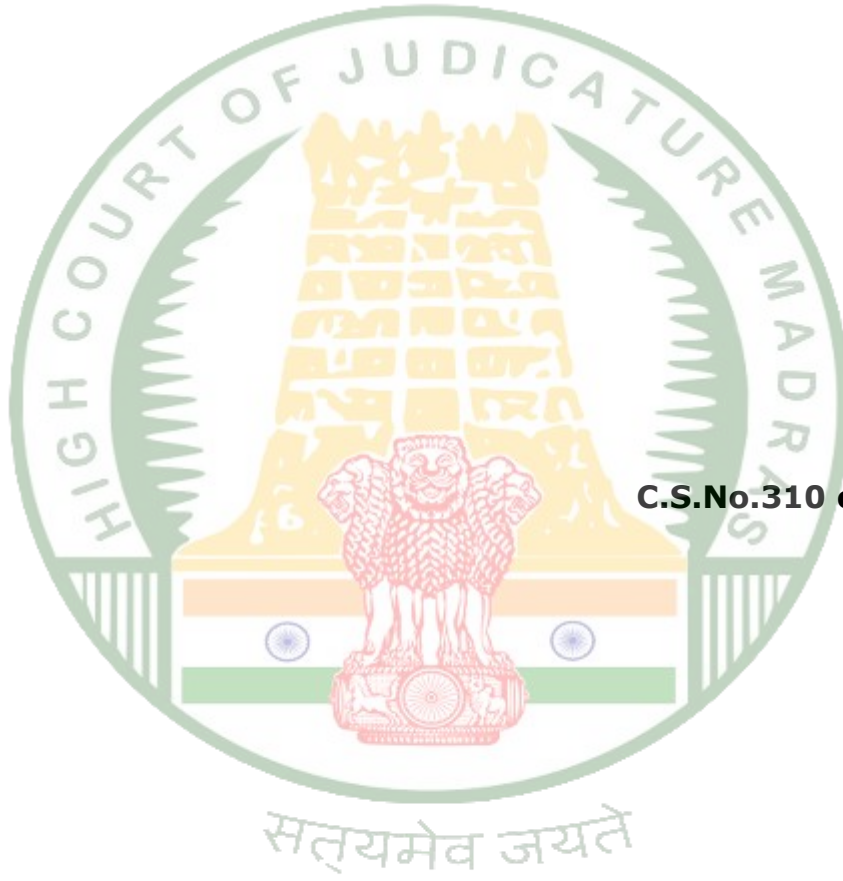
Speaking/Non-Speaking order

Index : Yes/No

gpa

M.SUNDAR, J.

gpa



C.S.No.310 of 2016

WEB COPY

08.03.2018