

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 25.10.2018

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.983 of 2017

M/s. Adyar Ananda Bhavan Sweets and Snacks
represented by its Partner Mr.K.T.Venkatesan
Muthulakshmi Bhavan,
No.9, M.G. Road,
Shastri Nagar, Adyar,
Chennai - 600 020.

.. Plaintiff

Vs.

Hotel Ananda Bhavan
NH 47, Muthampalayam,
Chengapalli,
Erode - 638 812.

.. Defendant

This Civil Suit is preferred, under Order IV Rule - 1 O.S Rules and Order VII Rule 1 C.P.C Read with Section 134 & 135 of the Trade Marks Act, 1999; to declare that the defendant is infringing the Plaintiff's Registered Trademark Number: 1225607 in respect of its restaurant business carried under the name " ll" [Adyar Ananda Bhavan]; for grant a Permanent Injunction restraining the Defendant, their men, agents, or persons acting on their behalf, from in any manner infringing the plaintiff's right in trademark bearing No:1225607 in respect of its business under the name 'Adyar Ananda Bhavan' by running a restaurant with identical name and logo on in any manner similar name and logo to that of the Plaintiff; for grant a Permanent Injunction restraining the Defendants, its men agents and servant from in any manner Passing off its business as that of the Plaintiff's by using the name 'Adyar Ananda Bhavan' with or without a similar logo, or by any other identical name or deceptively similar name as that of the Plaintiff, with or without any deceptively similar or similar logo as that of the Plaintiff's in its registered mark bearing No. 1225607 or any of the other names and logos for which registration has been applied for by the Plaintiff; and for costs.

For Plaintiff : Ms. Archana

For Defendants : P.M.Duraiswamy

JUDGMENT

There is a sole plaintiff and a sole defendant in this suit. Ms.Archana, learned counsel representing the counsel on record for sole plaintiff and Mr. P.M.Duraiswamy, learned counsel on record for sole defendant are before this Commercial Division.

2. Earlier, the matter was referred to the 'Tamil Nadu Mediation and Conciliation Center' ('TNMCC' for brevity). TNMCC has since sent a mediation report dated 23.10.2018 under cover of letter of even date. The report of the TNMCC also encloses a settlement agreement which reads as follows:

'SETTLEMENT AGREEMENT'

*This SETTLEMENT AGREEMENT entered into on
23/10/2018 between*

M/s.Adyar Ananda Bhavan Sweets & Snacks

and

Hotel Ananda Bhavan

WHEREAS

1. Disputes and differences had arisen between the parties hereto and Memorandum of Compromise was filed on 23/10/2018 before Tamil Nadu Mediation and Conciliation

2. The matter was referred to mediation/conciliation vide an order dated 26/09/2018 passed by Hon'ble Mr.Justice M.Sundar

3.The parties agreed that Mrs. A.Indrani would act as their Mediator/Conciliator.

4. Several meetings were held during the process of Mediation/Conciliation from 05/10/2018 to 23/10/2018 and the parties have with the assistance of the Mediator / Conciliator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5.The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator/Conciliator.

6. The following settlement has been arrived at between the parties hereto:

A. Undertaking Affidavit filed by the Defendant.

B. Joint Memorandum of Compromise by both the parties.

7. By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to C.S. 983/2017 (Case No) and all disputes and differences in this regard have been amicable settled by the

Parties hereto through the process of conciliation / Mediation.

DATE : 23/10/2018

PARTIES SIGNATURE : *-sd/-* (Petitioner) *-sd/-* (Respondent)

COUNSEL'S SIGNATURE : _____ -sd/-
 (Petitioner) (Respondent)

3. To be noted, the undertaking affidavit by the defendant and Memo of Compromise also form part of the settlement agreement.

4. Both learned counsel request that a compromise decree be passed in the suit in terms of the aforesaid settlement agreement.

5. As both parties were present before TNMCC for signing the aforesaid Settlement Agreement, both sides request that their presence before this Court for recording this Memorandum of Compromise may please be dispensed with. Their request is acceded to.

6. The suit is disposed of in terms of aforesaid settlement agreement. In other words there shall be a decree in the suit in terms of the settlement agreement reproduced supra. To be noted, undertaking affidavit by the defendant dated 23.10.2018 and Memo of Compromise dated 23.10.2018, form part of the settlement agreement and all the aforesaid i.e.,

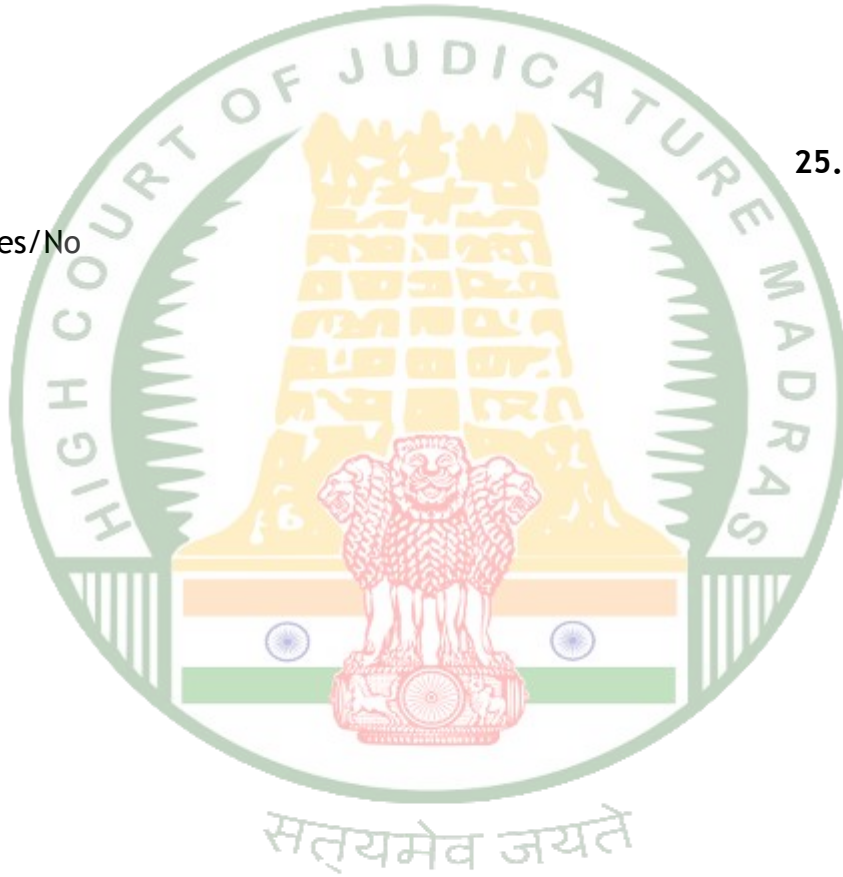
settlement agreement, undertaking affidavit by the sole defendant and the Memorandum of Compromise shall form part of the compromise decree.

The suit is disposed of on above terms. There shall be no order as to costs.

25.10.2018

Index : Yes/No

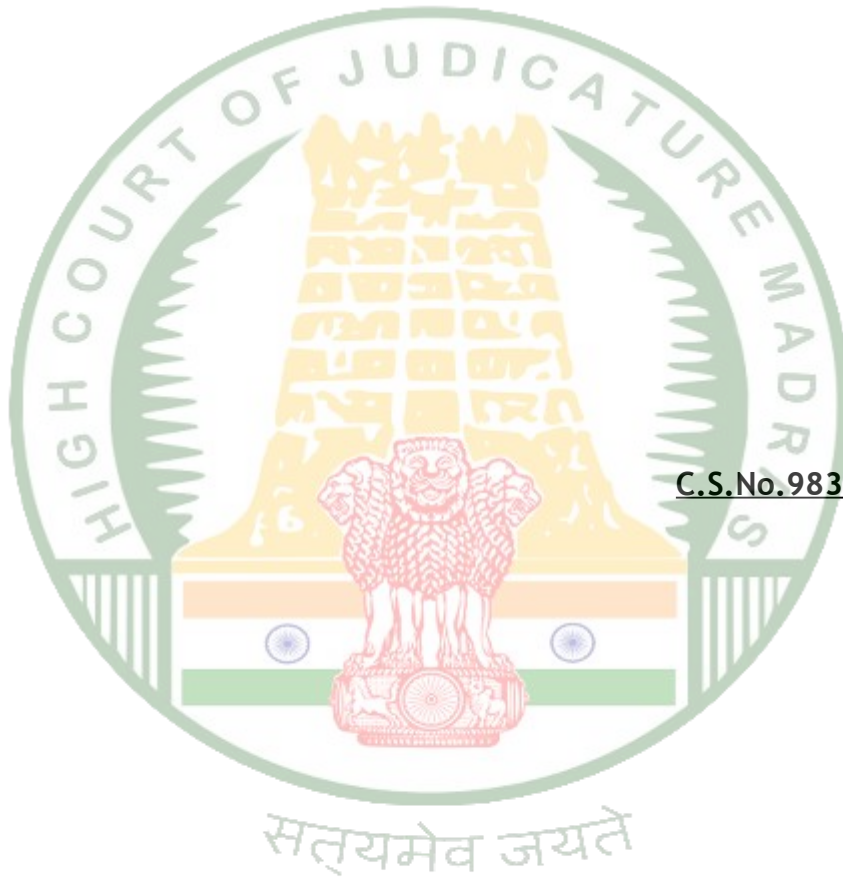
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M.SUNDAR, J.

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