

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 27.11.2019

Coram

The Honourable Mr.Justice N.SATHISH KUMAR

C.S.No.503 of 2012

and

A.No.714 of 2019

1.M/s.Murugan Metal Industries
A Partnership firm, represented by its
Managing Partnership
Mr.E.M.Avanasaiappan
Park Town
Chennai – 600 003.

2.E.M.Avanasaiappan

3.A.Meenakshi

...Plaintiffs

Versus

1.Murugan Metal,
Represented by its Proprietor,
Mr.E.M.Karunanidhi
No.0/1 Teynampet Ramasamy Street,
Kondithope, Chennai 79
and also at
No.20, Bommuchetty Street
Park Town, Chennai 600 003.

2.E.M.Karunanithi,
No.0/1 Teynampet Ramasamy Street,
Kondithope, Chennai 79
and also at
No.20, Bommuchetty Street
Park Town, Chennai 600 003.

3.K.Seetha
No.0/1 Teynampet Ramasamy Street,
Kondithope, Chennai 79
and also at
No.20, Bommuchetty Street
Park Town, Chennai 600 003.

...Defendants

(Cause title in C.S.No.503 of 2012 amended as per order dated 12.09.2019 in application No.6645 of 2019)

The Civil Suit is filed under Order VII, Rule 1 of C.P.C read with Order IV rule 1 of High Court OS Rules and Sections 134 and 135 of the Trade Marks Act, 1999 Section 55 and 62 of the Copyright Act Prayed for (a) for a permanent injunction restraining the defendants, their men, agents, servants or any one claiming through them from in any manner infringing the plaintiff's registered Trade Mark "MURUGAN" by using the offending Trade Mark 'MURUGAN' or any other Trade Mark or device which is identical or deceptively similar to

or a colourable imitation to that of the plaintiff's registered trademark and Trademark Label "MURUGAN".

(b) for a permanent injunction restraining the defendants, their men, agents, servants, or any one claiming through them from in any manner passing off the goods of the defendants as that of the plaintiff by using the offending trade mark 'MURUGAN' as and for the trade mark of the plaintiff 'MURUGAN' or any other Trade Mark Label/device which is similar/deceptively similar to that of the plaintiff's trademark 'MURUGAN'.

(c) for a permanent injunction restraining the defendants their men, agents, servants or any one claiming through them from in any manner infringing the plaintiff's copyright over the artistic work in the trade mark label 'MURUGAN' by using the offending trade mark label 'MURUGAN' or any other trade mark label which is identical or colourable reproduction of the plaintiff's artistic work in the trade mark label 'MURUGAN'.

(d) directing the defendants to surrender to the plaintiff the entire stocks, cartons with the infringing artistic work "MURUGAN" and unused infringing Trademark labels "MURUGAN" together with blocks and dies for destruction.

(e) directing the defendants to render a true and faithful accounts of the profits earned by them through the sale of their products bearing the infringing labels “MURUGAN” which are similar or deceptively similar to the plaintiff's Trademarks and copyrighted label “MURUGAN” and directing the payment of such profits to the plaintiff;

(f) directing the defendants to pay the costs of the suit.

For Plaintiffs : Mr.Rajesh Ramanathan

For Defendants : Mr.Kaushik N.Sharma

J U D G M E N T

Memo of Compromise is filed by both the parties (viz., second plaintiff, who represents himself as well as the authorized signatory of plaintiffs 1 and 3 and the second defendant, who represents himself as well as the authorized signatory of defendants 1 and 3) which has been duly identified and signed by the Counsel for the plaintiffs and defendants.

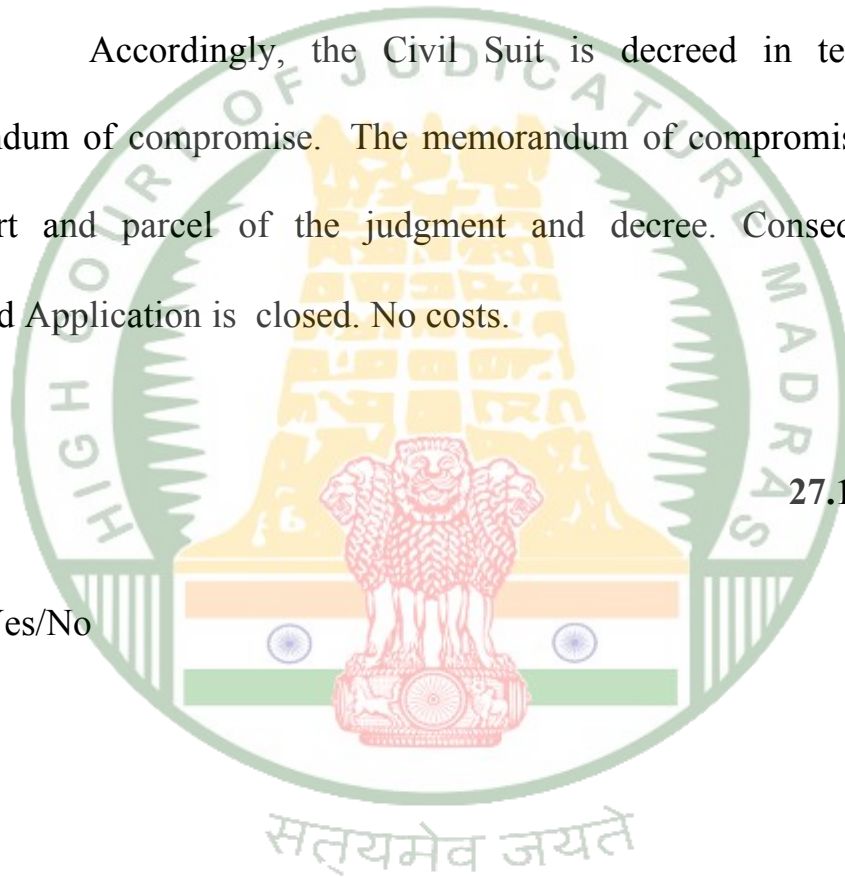
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2. The second plaintiff and the second defendant were present today and they accepted the terms of compromise. The respective parties are also identified by their Counsel.

3. Accordingly, the Civil Suit is decreed in terms of memorandum of compromise. The memorandum of compromise shall form part and parcel of the judgment and decree. Consequently, connected Application is closed. No costs.

27.11.2019

Index : Yes/No
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N.SATHISH KUMAR, J.,
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