

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.07.2019

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THE HONOURABLE MR.JUSTICE Krishnan Ramasamy

C.S.No.109 of 2015
and
O.A.No.166 of 2015

Texmo Industries,
Registered Partnership Firm,
Represented by its Constituted Attorney
Mr.Palaniappan,
P.B.No.5303, Mettupalayam Road,
Coimbatore.

... Plaintiff

Vs.

1.Chanchal Maheshwari,
Director, Texmo Industries Private Limited,
02, Shivam, Smarpit Complex, Pulla,
Udhaipur – 313 004, Rajasthan.

2.Sunita Agal,
Director, Texmo Industries Private Limited,
02, Shivam, Smarpit Complex, Pulla,
Udhaipur – 313 004, Rajasthan.

3.Texmo Industries Private Limited,
12-A, Saheli Nagar,
Udhaipur – 313 001, Rajasthan
Also at 02, Shivam, Smarpit Complex, Pulla,
Udhaipur – 313 004, Rajasthan
Also at F-92, 93, Dariba Road, Sanwar,
Rajasthan.

... Defendants

Plaint filed under Order VII Rule 61 C.P.C. read with Order IV Rule 1 of the High Court Original Side Rules praying for:

(a) A permanent injunction restraining the defendants 1 to 3, their director, employees, officers, servants, agents and all others acting for and on their behalf from making, selling, distributing, advertising, exporting, offering for sale, and in any other manner, directly or indirectly, dealing in any product in the name of TEXMO or carry on any business under the name and style of TEXMO or TEXMO INDUSTRIES or any other similar mark amounting to an infringement of the plaintiff's registered trademarks Nos.315049, 315050, 794417, 794418, 794425, 794426, 794432, 794434, 794436, 794451, 794464 & 794465;

(b) A permanent injunction restraining the defendants, its officers, employees, servants and agents, from manufacturing, selling, offering for sale, advertising and directly or indirectly dealing in any product or service under the trademark TEXMO INDUSTRIES or carry on any business under the name and style of TEXMO or TEXMO INDUSTRIES or any other similar marks amounting to passing off of the products and services of the defendants as and for that of the plaintiff's mark TEXMO & TEXMO INDUSTRIES;

(c) To declare the plaintiff's trademark TEXMO as a well known trademark;

(d) To grant order of delivery up of any brochures/printed material and/or any material which infringes of plaintiffs' registered trademarks TEXMO;

(e) To direct the defendants for rendition of accounts in respect of their alleged activities especially sale and promotion of products bearing the mark TEXMO and TEXMO INDUSTRIES for their goods and business;

(f) Costs and such other relief as this Hon'ble Court may deem fit, in the circumstances of the case, in the interests of justice and equity.

For Plaintiff : Mr.K.Premchander

J U D G M E N T

When the matter is taken up for hearing, it is submitted by the learned counsel appearing for the plaintiff that the matter has been resolved between the parties. Today, a memo of compromise duly signed by the parties and attested by their respective counsel, has been filed.

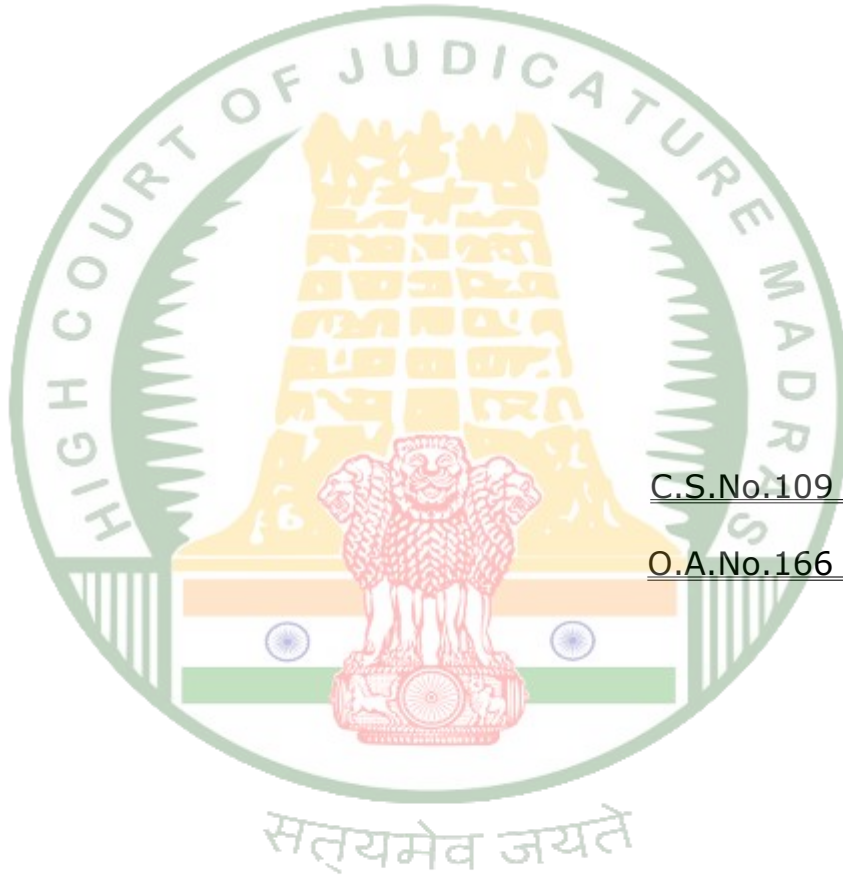
2. Hence, the compromise is recorded. The suit is decreed in terms of compromise. The joint memo of compromise shall form part of the decree. No costs. Consequently, the connected Original Application is closed.

05.07.2019

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Krishnan Ramasamy,J.

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