

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.08.2019

CORAM

THE HONOURABLE MR.JUSTICE KRISHNAN RAMASAMY

C.S. (comm)No.290 of 2019
and
O.A.No.457 of 2019

M/s.Sangeetha Caterers and Consultants LLP
Represented by its Designated Partners:

1.Mr.P.Rajagopal

2.Mr.P.Suresh

No.7 Gandhi Nagar, 1st Main Road, 4th Floor,
Adyar, Chennai-600 020

... Plaintiff

Vs.

M/s.Chennai Shri Sangeetha
Represented by its Managing Partner,
No.3/302, Trichy-Chennai National Highway,
Inam Samayapuram Toll Plaza,
Manachanallur, Trichy-621 216

... Defendant

Plaint filed under Order IV Rule 1 of O.S. Rules and Order VII Rule 1 of CPC Read with sections 27, 134 and 135 of the Trademarks Act 1999 & Proviso 1 of Section 7 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 praying for:

(a) for a permanent injunction restraining the defendants, their legal representatives, their successors in business, assigns, franchisees, servants or agents operating the restaurant business by infringing the

plaintiffs trademark "SANGEETHA", SVR SANGEETHA, SVR SANGEETHA VEG. RESTAURANT, and SANGEETHA (with a VEENA MARK) or by use of confusingly similar or any other mark deceptively and identically similar to the Plaintiffs registered trademark SANGEETHA or in any other manner whatsoever;

(b) For a permanent injunction restraining the defendants, their legal representatives, their successors in business, assigns, franchisees, servants or agents operating a restaurant business by the name "CHENNAI SHRI" agents operating a restaurant business by the name "CHENNAI SHRI SANGEETHA" pure veg. and from committing the act of passing off and enabling others in passing off the restaurant business in the deceptively similar mark which is identical to the plaintiff's trademark in any manner whatsoever;

(c) the defendant be ordered to surrender to the plaintiff for destruction of all the packing containers, card board boxes, packing materials, covers and carry bags, screen prints, bills, sign boards, billing software, menu cards, and any other material in their possession bearing mark "CHENNAI SHRI SANGEETHA" which is identical to the plaintiffs mark SANGEETHA.

(d) the defendant be ordered to pay to the Plaintiffs a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs) as damages for their wrongful and illegal act by

use of the trademark SANGEETHA;

(c) for cost of the suit; and

(d) for such further and other reliefs as this Court may deem fit and proper in the circumstances of the case.

For Plaintiff : Mr.L.Rajasekar
For Defendant : Mr.Dominic S.David

J U D G M E N T

When the matter is taken up for hearing, the learned counsel appearing on either side submitted that the dispute between the parties has been settled and a Joint compromise Memo dated 31.07.2019 to that effect has been filed on behalf of both the parties. The said Memo has been duly signed by both the parties and attested by their respective counsels.

2. The learned counsel appearing on either side submitted that the suit may be decreed in terms of Memo of Compromise.

KRISHNAN RAMASAMY,J.

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3. Recording the Joint Memo of Compromise dated 31.07.2019 this suit is decreed in terms of Joint Memo of Compromise. The Joint Memo of Compromise shall form part of the decree. Consequently, connected Application stands closed.

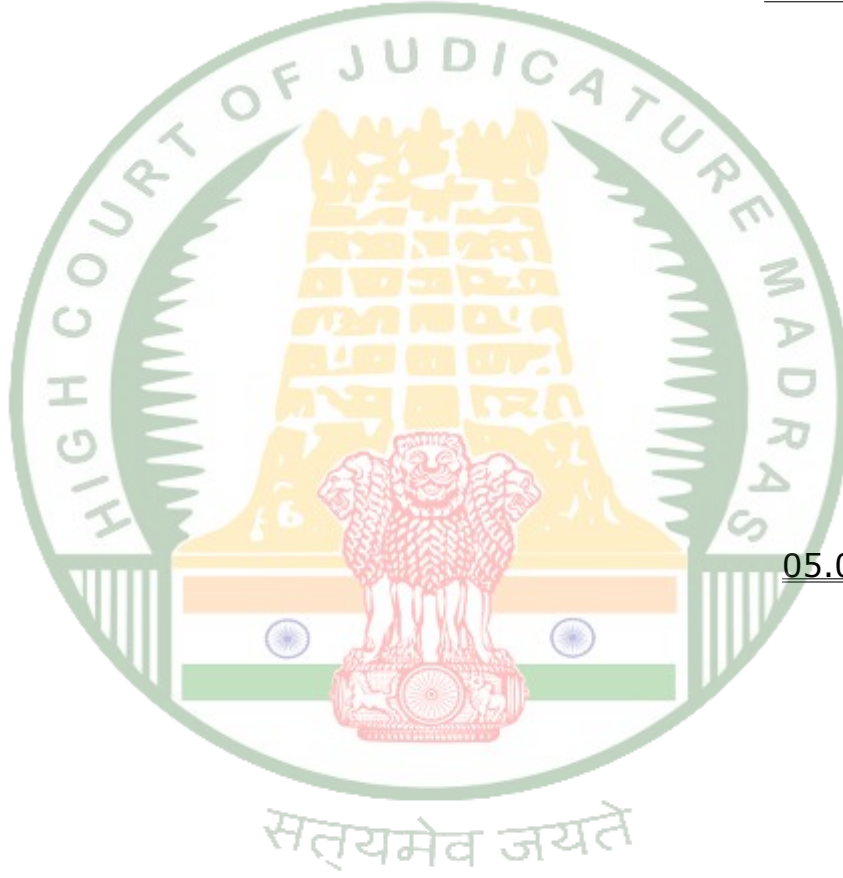
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