

C.S.No.355 of 2019
and
O.A.No.578 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.08.2019

CORAM

THE HONOURABLE MR.JUSTICE KRISHNAN RAMASAMY

C.S.No.355 of 2019
and
O.A.No.578 of 2019

M/s.Sangeetha Caterers and Consultants LLP
Represented by its Designated Partners;
1.P.Rajagopal
2.P.Suresh
No.7, Gandhi Nagar, 1st main Road, 4th Floor,
Adyar,
Chennai – 600 020.

... Plaintiff

Vs.

M/s.Sangeetha Veg
Unit of:M/s.Hotel Valluvar (P) Ltd,
Represented by its Managing Director:
Karuppiah Senguttuvan,
No:72, Opposite to Bus Stand,
Karur – 639 001.

... Defendant

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
defendant, their legal representatives, their successors
in business, assigns, franchisees, servants or agents
operating the restaurant business by infringing the
plaintiff's 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 plaintiff's registered trademark SANGEETHA or in any other manner whatsoever;

(b) 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 "SANGEETHA" 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 the mark "SANGEETHA" which is identical to the plaintiff's mark SANGEETHA;

(d) the defendant be ordered to pay to the plaintiff's a sum of Rs.25,00,000/- (Rupees twenty five lakhs only) as damages for their wrongful and illegal act by use of the trademark SANGEETHA;

(e) for costs of the suit; and

(f) for such further and other reliefs as this Hon'ble

Court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiff : Mr.L.Rajasekar
For defendant : Mr.J.Mohan

J U D G M E N T

The suit has been laid for the following reliefs:

(i) *a permanent injunction restraining the defendant, their legal representatives, their successors in business, assigns, franchisees, servants or agents operating the restaurant business by infringing the plaintiff's 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 plaintiff's registered trademark SANGEETHA or in any other manner whatsoever;*

(ii) *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 "SANGEETHA" 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;*

(iii) 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 the mark "SANGEETA" which is identical to the plaintiff's mark SANGEETHA;

(iv) the defendant be ordered to pay to the plaintiff's a sum of Rs.25,00,000/- (Rupees twenty five lakhs only) as damages for their wrongful and illegal act by use of the trademark SANGEETHA;

(v) for costs of the suit; and

(vi) for such further and other reliefs as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.

2. When the matter is taken up for hearing, a joint memo of compromise entered into between the plaintiff and defendant dated 14.08.2019, signed by the parties and duly attested by their respective counsel has been produced.

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3.Learned counsel appearing for the plaintiff as well as the learned counsel appearing for the defendant would submit that the suit may be decreed in terms of the joint memo of compromise dated 14.08.2019. The joint memo of compromise reads as under:

The parties submit as under:

1.The plaintiff has filed the above said suit praying for judgment and decree against the defendant:

(a) 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 plaintiff's registered trademark SANGEETHA;

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

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

(d) for damages of Rs.25,00,000/- (Rupees twenty five lakhs only)

2. The defendant has entered appearance through their counsel and had discussions with the plaintiff's counsel and both the plaintiff and the defendant have agreed for a compromise in order to give quietus to the issue. The following are the terms of compromise:

1) The defendant has changed the Hotel name as SIVASAKTHI VEG w.e.f 01.09.2019.

2) The defendant has agreed to change the main sign board. The defendant undertakes to change all the packing containers, card board boxes, packing materials, plastic covers and carry bags, screen prints, bills, billing software, menu cards, and any other material in their possession bearing the mark SANGEETA VEG.

3) The plaintiff and the defendant state that the above said compromise has been arrived on their own volition considering their businesses.

4) The defendant is herewith enclosing the colour print out of the new trade name of the defendant with the font and the colour.

5) The plaintiff is not pressing for Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) from the defendant as damages.

6) In the light of the above said compromise the plaintiff and the defendant have agreed to submit the

compromise memo before this Hon'ble Court duly signed by both the parties and their respective counsel.

Therefore, it is prayed that this Hon'ble Court may be pleased to decree the suit in terms of the compromise in C.S.No.355 of 2019 and pass such further order or other orders as deem fit and proper in the circumstances of the case and thus render justice."

4. Accordingly, the suit stands decreed in terms of the joint memo of compromise dated 14.08.2019 and the said joint memo of compromise is taken on record and the same shall form part of the decree. No costs. Consequently, connected original application is closed.

14.08.2019

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Krishnan Ramasamy,J.

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