

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.08.2019

CORAM

THE HONOURABLE MR.JUSTICE KRISHNAN RAMASAMY

C.S.No.74 of 2018
and
O.A.Nos.91, 92 of 2018 & 2633 of 2019

1.Kent RO Systems Ltd.,
H-35, South Extension, Part-I,
New Delhi -110 049.
rep by its Legal – Head
Mr.Surya Narayan Pati.

2.Mahesh Gupta
H-35, South Extension, Part-I,
New Delhi – 110 049
rep by his constituted attorney
Mr.Surya Narayan Pati

... Plaintiffs

Vs.

1.Varun Sood

2.MORF India Pvt. Ltd.,
New Door No.21,
First Avenue, Indra Nagar,
Adyar Chennai – 600 020.

3.LSU Enterprises,
No.4, 1st Floor,
Paulraj Nagar, 2nd Street,
Kandanchavadi, Chennai-600 096.

... Defendants

Plaint filed under Order IV Rule 1 of O.S. Rules and Order VII Rule 1 of CPC Read with section 27 of the Trademarks Act 1999 and Sections 11 and 22 of the Designs Act, 2000, praying for:

(a) a permanent injunction restraining the defendants, their distributors, dealers, stockists, retailers, servants, agents and all others acting for and on their behalf from manufacturing, selling, importing, offering for sale, advertising and directly or indirectly dealing in any water purifier such as under the marks ESSENCIA or SPARKLE or any parts thereof which are deceptively similar in shape to the plaintiffs' products KENT WONDER and EKNT SUPREME, bearing design No.235220 and 252225 and which amounts to infringement of the plaintiff's statutory rights;

(b) a permanent injunction restraining the defendants, their distributors, dealers, stockists, retailers, servants, agents and all others acting for and on their behalf from manufacturing, selling, importing, offering for sale, advertising and directly or indirectly dealing in any water purifier such as under the marks ESSENCIA or SPARKLE or any parts thereof which are deceptively similar in shape to the plaintiff's products KENT WONDER and KENT SUPREME, and which amounts to products passing off of the plaintiffs' products KENT WONDER and KENT SUPREME.

(c) a delivery up by the defendant of all the infringing materials including cartons, labels, stickers, blocks, dies, stationary and any other infringing material to the plaintiffs' representatives;

(d) a preliminary decree be passed in favour of the plaintiffs directing the defendants to render accounts of profits earned by the defendant on account of sales of the products under the marks ESSENCIA and SPARKLE which infringe the design rights of the plaintiffs and a final decree be passed in favour of the plaintiffs' for the amount of profits found to have been made by the defendants after the latter has rendered accounts'

(e) the defendants be ordered to pay to the plaintiffs a sum of Rs.10,00,000/- as damages for acts of designs infringement and passing off committed by the defendants by manufacture and sale of the water purifier products bearing the shape and configuration and design of the plaintiffs;

(f) for costs of the entire proceedings.

For Plaintiff : Mrs.Durga V.Bhatt

For Defendants : Mr.K.Rajasekaran for D1 and D2

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 30.08.2019 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.

3. Recording the Joint Memo of Compromise dated 30.08.2019 this suit is decreed in terms of Joint Memo of Compromise. The Joint Memo of Compromise shall form part of the decree. Consequently, connected Applications are stands closed.

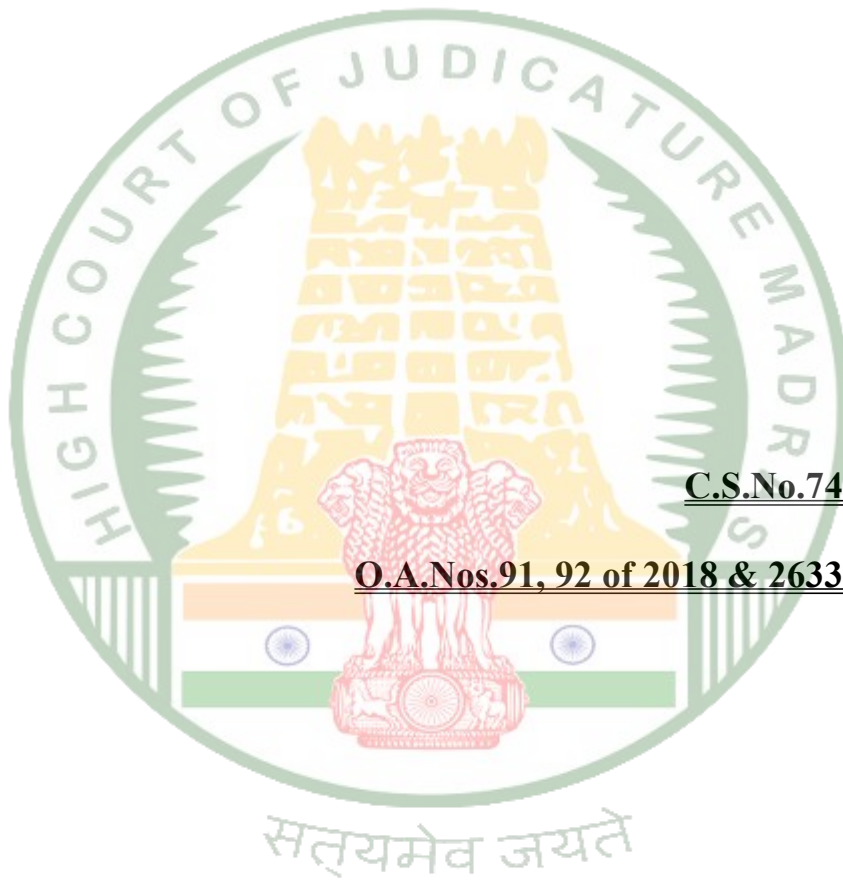
30.08.2019

rst/arr

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

KRISHNAN RAMASAMY,J.

rst/arr



C.S.No.74 of 2018
and
O.A.Nos.91, 92 of 2018 & 2633 of 2019

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30.08.2019