

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.06.2019

CORAM

THE HONOURABLE MR. JUSTICE KRISHNAN RAMASAMY

C.S.No.337 of 2019

1. Chettinad Cement Corporation Private Limited,
Rani Seethai Hall Building,
603, Anna Salai,
Chennai - 600 006.
2. Chettinad Enterprises Private Limited,
Rani Seethai Hall Building,
603, Anna Salai,
Chennai 600 006. Plaintiffs

Vs.

Ms. K.Manimekalai,
Sole Proprietrix
M/s. Chettinadu Readymix Concrete,
Nachiyapuram Road,
Kambanur,
Thiruppathur Taluk,
Sivagangai District,
Pin 630207 ... defendant

(Description of the defendant amended as per the
order of this Court in A.No.4271 of 2019 dated
27.06.2019)

Prayer:- This Civil Suit (Commercial) has been filed under
Order IV Rule 1 of O.S. Rules and Order VII Rules 1 of
C.P.C r/w. Section 27, 28, 29, 134 & 135 of the Trademarks
Act 1999 and Sections 2(1)(c)(xvii) and 7 of the Commercial
Courts Act, 2015 prays for a decree and judgment against
the defendants for

(a) Permanent injunction restraining the defendant, its men, agents, servants or anyone claiming through it from in any manner infringing the plaintiff's registered trademark "CHETTINAD" by using the offending trademark "CHETTINAD" or any other trademark or name which is identical or deceptively similar to that of the plaintiffs' registered trademark "CHETTINAD"

(b) Permanent injunction restraining the defendants, its men and agents, servants or anyone claiming through it from in anymanner infringing the plaintiff's registered trademark CHETTINAD by using the offending trademark as part of their trade name and trading style CHETTINAD Ready Mix concrete or any other mark, which is identical or deceptively similar to that of the plaintiffs' registered trademark CHETTINAD.

(c) Permanent injunction restraining the defendant, their men, agents, servants or any one claiming through them from in any manner passing off the products and services of the defendant as that of the plaintiff's by using the offending trademark "CHETTINAD" or any other trademark which is identical or deceptively similar to the plaintiff's trademark CHETTINAD either by manufacturing or selling or offering for sale or in any way advertising the same or in any other manner whatsoever.

(d) Directing the defendant to surrender to the plaintiffs the entire stocks of materials, products,

machineries, brochures, pamphlets, labels, dyes and stock with the offending trade name "CHETTINAD ready mix concrete ".

(e) Directing the defendant to render a true and faithful account of the profits earned by it through the sale or offering for the sale of the products and services under the offending name "CHETTINAD Ready Mix Concrete" which is similar or deceptively similar to the plaintiff's trade name "CHETTINAD" and directing the payment of such profits to the the plaintiffs.

(f) Directing the defendant to pay the costs of the suit to the plaintiffs.

For plaintiffs : Dr.S.B.Nirmalatha
for APR Associates

For defendant : Mr. V.Achuthanandan,
for M/s. Pass Associates

JUDGEMENT

The plaintiffs have filed the present suit for permanent injunctions and for directions.

2. Today, when the matter is called, the learned counsel appearing for the plaintiffs and the defendant submitted that pending Suit, the parties have arrived at a settlement between themselves and also filed a Joint Memorandum of Settlement to that effect. The Joint

Memorandum of Settlement is duly signed by the plaintiffs and defendant and their respective counsels. The counsel appearing for the parties submitted that the suit may be decreed as per the terms of the Joint Memorandum of Settlement and the terms of the Joint Memorandum of Settlement reads as follows :-

" 1. Ms. K.Manimekalai is the sole Proprietrix of the business under the name and style of "M/s.Chettinadu Readymix Concrete", having its address at Nachiyapuram Road, Kambanur, Thiruppathur Taluk, Sivagangai District, Pin 630 207.

2. The defendant adopted the trademark "CHETTTINADU" without the knowledge of the rights of the plaintiffs in the trademark "CHETTINAD".

3. The defendant agrees not to use the trademark "CHETTINAD" or any other trademark which may be similar to the plaintiff's trademark "CHETTINAD"

4. The defendant agree and consent for passing decree in terms of prayer a & b of paragraph 32 of the plaint and the suit may be decreed accordingly;

5. The plaintiffs gives up the other prayers in paragraph (d) (e) & (f) of

paragraph 32 of the plaint.

6. The defendant proposes to change the trade name and trading style as "Karaikudi Readymix Concrete" for which the plaintiffs have no objection.

7. The suit may be decreed in terms of the Memorandum of settlement"

3. Considering the fact that the matter has been settled between the parties, the Civil Suit is decreed in terms of the Joint Memorandum of Settlement. The said Joint Memorandum of Settlement shall form part of the decree. No costs.

Sd./-K.R.J

27.06.2019

Certified to be true copy//
Dated at Madras this the day of 2019.

JJ 26/09/2019

COURT OFFICER(O.S.)

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