

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 28.08.2019

Coram

The Honourable Mr. **Justice KRISHNAN RAMASAMY**

C.S.No.384 of 2019

and

O.A.No. 609 of 2019

M/s. Hotel Sealord,
rep. by its partner,
Mr. K.M.Kutty,
residing at
A2, Sreyas Nandini Apartment,
No.125/95, St. Mary's Road,
R.A.Puram, Chennai - 600 018.

... plaintiff

Vs.

M/s.Hotel New Sealord,
rep. by Mr. Abdul Jaleel,
having business at
No.258, Triplicane High Road,
Chennai - 600 005

... defendant

PRAYER : This Civil Suit has been filed under Order VII Rule 1 of CPC read with Order IV Rule 1 of High Court O.S. Rules and Section 134 and Section 135 of the Trade Marks Act 1999 for a judgment and decree for

a) permanent injunction restraining the defendant, their men, servants, agents or anyone claiming through or under them from in any manner passing off the plaintiff Trade Mark and Trading Style "Hotel Sealord" by using the offending Trade Mark and Trading style

"Hotel New Sealord" or any other mark or marks which are similar or in any way deceptively similar to or a colourable imitation of the plaintiffs Trade Mark "Hotel Sealord".

b) directing the defendant to render a true and faithful account of the profits earned by them through the sale of food products bearing the offending trade mark "Hotel Sealord" and directing payment of such profits to the plaintiff by way of damages for passing off committed by the defendant.

c) Directing the defendant to surrender to plaintiff the entire stock of unused offending goods with Trade Mark "Hotel Sealord" with name Boards, labels, wrappers, boxes, covers, bags, packets, cartons, bills, advertisements, materials, reports, envelops, brochures, printing blocks, etc., bearing the offending Trademark for destruction

d) for costs of the suit.

For plaintiff : Mr. Vijayan Subramanian

For defendants : Mr. A. Abdul Ravoof

JUDGMENT

The suit has been filed for permanent injunction , rendition of account and for surrender of entire stock of unused offending goods.

2. Today, when the matter is called, the learned counsel appearing for the and the defendant submitted that pending Suit, the parties have arrived at a settlement between themselves and also filed a Memo of Compromise, dated 26.08.2019 to that effect. The Memo of Compromise is duly signed by the plaintiff and defendant and their respective counsel. The counsel appearing for the parties submitted that the suit may be decreed as per the terms of the Memo of Compromise .

3. Considering the fact that the matter has been settled between the parties, the Civil Suit is decreed in terms of the Memo of Compromise. The said Memo of Compromise shall form part of the decree. No costs. Consequently, connected original application is closed.

28.08.2019

mrp

Index : Yes/No
Internet: Yes/No

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KRISHNAN RAMASAMY, J.,

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