

C.S.No.721 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 13.09.2019

CORAM

THE HON'BLE MR.JUSTICE N.SATHISH KUMAR

C.S.No.721 of 2017 &

O.A.Nos.1037 & 1039 of 2018 & A.Nos.8794 of 2018 & 1437 of 2019

- 1 M/s.Micro-Pak Ltd.,
Suite 2504, 25/F, Tower 6,
The Gateway, Harbour City
9, canton Road, Tsim Sha Tsui,
Kowloon, Hong Kong,
Represented by its Power of Attorney holder,
Mr.Sateesh Jadhav
 - 2 M/s.Gaitonde Leathers and Accessories P Ltd.,
Corium House, Alsa Garden Complex, A Block,
V Floor, 58, Harrington Road, Chetpet,
Chennai – 600 031.
Represented by its Managing Director,
Mr.Sateesh Jadhav
- ... Plaintiffs

Vs

Radhika Sales,
No.25/196, Naya Bans,
Loha Mandi,
Agra – 292 002, Uttar Pradesh
India.

... Defendant

Civil Suit filed under Order IV Rule 1 of Original Side Rules of Madras

High Court read with Sections 27, 134 and 135 of Trade Marks Act, 1999 read

with sections 51, 55 and 62 of the Copyright Act 1957 for the following judgment and decree :

A. A perpetual injunction restraining the defendant, its distributors, stockists, servants, agents, retailers, representatives or any other person claiming under them from in any manner infringing the 1st plaintiff's registered trademark "Micro-pak" by manufacturing, selling, offering for sale, stocking, advertising anti-microbial Stickers or any moisture management and mould prevention products or any other stickers or product or goods using the Trade Mark Micro-Pak or any other trade mark/s which is/are identical with or deceptively similar to the 1st plaintiff's registered Trade Mark "Micro-Pak" or in any other manner whatsoever;

B. A perpetual injunction restraining the defendant, its distributors, stockists, servants, agents, retailers, representatives or any other person claiming under them from in any manner manufacturing, selling, offering for sale, stocking, advertising any anti-microbial stickers or any moisture management and mould prevention products or any other stickers or product or goods under the trade mark Micro-Pak or any other trade mark/s which is/are identical with or deceptively similar to the 1st plaintiff's Trade Mark (i) Micro-Pak, (ii) Micro-Pak Green Label (filed as plaint Document No.2), or (iii) Micro-Pak Trade Dress (filed as Document No.3) so as to pass off the defendant's products as and for those

of the first plaintiff's products or in any manner connected with the 1st plaintiff.

C) A perpetual injunction restraining the defendant, its distributors, stockists, servants, agents, retailers, representatives or any other person claiming under them from in any manner infringing the copyright of the first plaintiff's artistic work namely (i) Micro-Pak, (ii) Micro-Pak Green Label (filed as Document No.2), or (iii) Micro-Pak Trade Dress (filed as Document No.3) or any other artistic works which are a substantial reproduction of the 1st plaintiff's said artistic works or in any other manner whatsoever;

D) the defendant be ordered to surrender to plaintiff for destruction all the defendant's counterfeit products, packets, labels, dyes, blocks, moulds, screen prints, packing materials and other materials bearing the 1st plaintiff's Trademarks, Artistic works or any other trademark/artistic work which is/are deceptively similar to that of the 1st plaintiff;

E) A preliminary decree be passed in favour of the first plaintiff directing the defendant to render account of profits made by use of first plaintiff's said trademarks/Artistic Works and the trade marks/ artistic works and a final decree be passed in favour of the 1st plaintiff for the amount of profits thus found to have been made by the defendant, after the latter have rendered accounts;

F) the defendant be ordered and decreed to pay to the plaintiffs a sum of Rs.25,01,000/- as damages for acts of passing off and infringement of copyright

committed by the defendant till date.

G) for costs of the suit.

For Plaintiffs : Mr.Narayana Prasad

For defendant : Mr.R.Sathish Kumar

JUDGMENT

When the matter was taken up today, the learned counsel for the plaintiffs and the defendant submitted that the parties have entered into Joint Compromise Memo and they have settled the matter as per the compromise memo executed by the parties. The learned counsel has also produced Joint Compromise Memo entered between parties. The learned counsel further submitted that the suit may be decreed in terms of the compromise memo.

2. In view of the same, this suit is decreed in terms of the Joint Compromise Memo and the Joint Compromise Memo shall form part of the decree. Subsequently, the connected applications are closed. No cost.

13.09.2019

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Index : Yes/No

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Internet : Yes/No

Speaking/Non-Speaking Order



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