

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 18.08.2020

CORAM:

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

C.S.No.167 of 2020
and
O.A.Nos.268 and 269 of 2020

1.Mr. A.D.Padmasingh Issac
Proprietor
Aachi Spices and Foods
Old No.4, New No.181/1,
6th Avenue, Thangam Colony,
Anna Nagar, Chennai - 600 040

2. M/s. Aachi Masala Foods (P) Ltd.,
Old No.4, New No.181/1,
6th Avenue, Thangam Colony,
Anna Nagar,
Chennai - 600 040
Represented by its Director
Mr.Ashwin Pandia

3. M/s.Heavenly Foods Pvt Ltd,
Plot No.1926, 34th street,
I Block, Ishwarya Colony,
Anna Nagar West,
Chennai - 600 040.
Represented by its Director
Mrs.Shiny Ashwin

.. Plaintiffs

/versus/

Namma Aachi Mess
No.1, Nanjappa Rao Building,
Bedford,
Coonoor - 643101.

.. Defendant

This Civil Suit is filed under Order IV Rule 1 of the O.S. Rules and Order VII, Rule 1 of the C.P.C read with Sections 27(2), 29, 134 and 135 of the Trade Marks Act, 1999, prayed for

(a) granting a permanent injunction, restraining the Defendant, by himself, his servants, agents, distributors, or anyone claiming through him from manufacturing, selling, advertising and offering for sale using the name 'NAMMA AACHI MESS' or any other similar Trade Mark name or similar sounding expression in any media and use the same in name board, invoices, letter heads and visiting cards or by using any other trade mark/name which is in any way visually or deceptively or phonetically similar to the 1st plaintiff's trade mark/name AACHI/AACHI CHETTINAD RESTAURANT/AACHI KITCHEN and use the same in pouches, packets or use the mark in invoices, letters heads and visiting cards or part of their restaurant name any other trade literature or Menu card by using any other trade mark which is in any way visually, or phonetically similar to the plaintiffs' registered Trade Mark Nos.838786, 1116254, 1479159, 1715718 & 2965624 or in any manner infringing the 1st plaintiff's registered Trade Marks referred herein.

(b) granting a permanent injunction restraining the Defendant by itself, its agents or servants or anyone claiming through or under him any business marketing, selling advertising using in trade literature, menu cards, invoices, name boards, website, internet advertisements the mark/name 'NAMMA AACHI MESS' in relation to the Restaurant or with respect to or any other food preparation or on any other business the impugned trademark/name which is in any manner deceptively or phonetically confusingly similar to the plaintiff's Trade Mark/name AACHI/AACHI CHETTINAD RESTAURANT/AACHI KITCHEN or in any other manner pass off their hotel, business or goods as and for that of the plaintiffs.

(c) directing the Defendant to surrender to the plaintiffs all the packing material, cartons, advertisement materials and hoardings, letter-heads, visiting cards, office stationery and all other materials containing/bearing the name 'NAMMA AACHI MESS' or other identical trade mark used in the pouches and packets bearing the word AACHI/AACHI CHETTINAD RESTAURANT/AACHI KITCHEN.

(d) directing the Defendant to render an account of profits made by them by the use of the impugned trademark 'NAMMA AACHI MESS' on the service referred and decree the suit for the profits found to have been made by the Defendant, after the Defendant has rendered accounts;

(e) directing the Defendant to pay to the plaintiff's the costs to the suit.

For plaintiffs : Ms.Gladys Daniel

For Defendants : Mr. Murali Kumaran,
For McGaN Law Firm.

JUDGMENT

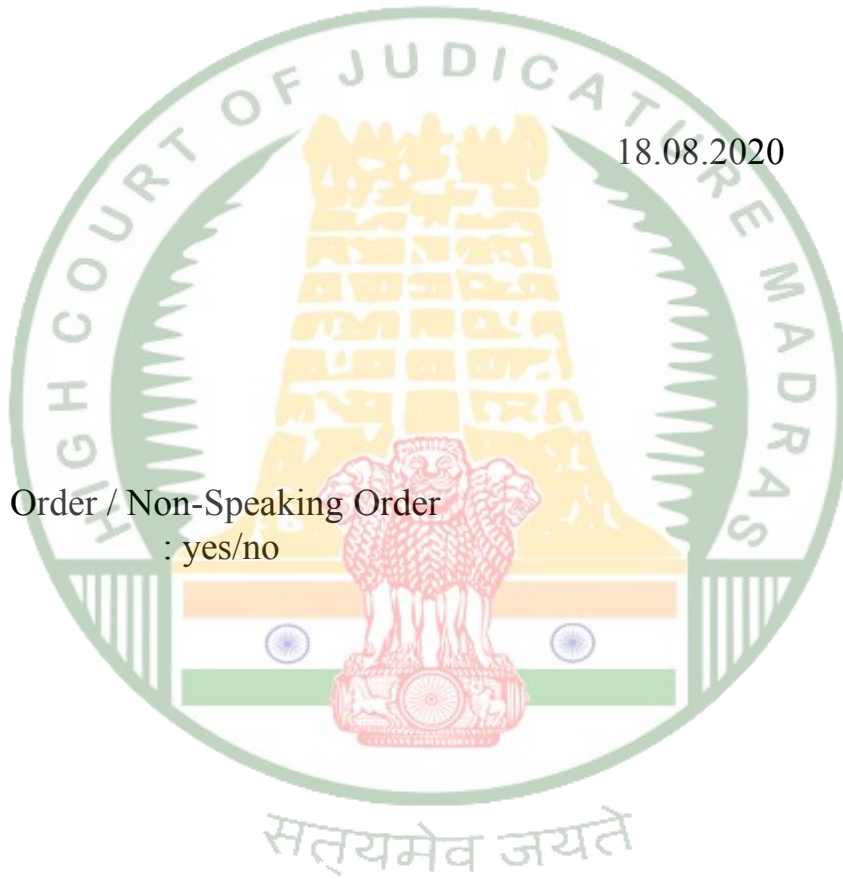
A memo of compromise dated 03.08.2020 has been filed in Court. This memo of compromise has been signed by the first, second and third plaintiffs and also by the defendant. This also been signed by the learned counsel for the plaintiffs and by the learned counsel for the defendant. Both Ms.Gladys Daniel, learned counsel for the plaintiff and Mr.Murali Kumaran, learned counsel for the defendant representing M/s.McGaN Law Firm have affirmed the memo of compromise. There shall be a judgment and decree in terms of the memo of compromise.

2. Suit is decreed in terms of memo of compromise. The memorandum of compromise dated 03.08.2020 may form part of the decree. No order as to costs. Consequently, connected applications are closed.

18.08.2020

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Speaking Order / Non-Speaking Order
Internet : yes/no



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C.V.KARTHIKEYAN,J.

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