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C.S.No.532 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 27.07.2020

CORAM:

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

C.S.No.532 of 2019

Hatsun Agro Product Ltd.,
Having registered office at
No.1/20-A, Rajiv Gandhi Salai (OMR)
karapakkam, Chennai 600 097
And also carrying on its business at
Old No.AD-83/New No.AD13,
Anna Nagar, Opp:IOB Towers Branch,
Chennai - 600 040.

Rep.by its Authorised Signatory

.. Plaintiff

/versus/

1.Elite Foods Pvt.Ltd,
Industrial Area,
Aroor-688 534, Kerala.

2. Elite Tasty Toast Pvt.Ltd.,
Medical College P.O., Athani,
Thrissur - 680 596.
Kerala.

.. Defendants

This Civil Suit is filed under Order VII Rule 1 C.P.C, and
Order IV Rule 1 of O.S.Rules Read with Section 134 and 135 of the
Trademarks Act, 1999, and Section 7 of the Commercial Courts,
Commercial Appellate Courts, Commercial Division and Commercial
Appellate Division of High Courts Act, 2015 (Act 4 of 2016) prayed for



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(a) For Permanent Injunction restraining the defendant by itself, its agents, servants, distributors or any one claiming through it from using in any manner infringing the plaintiff's Trade Marks "AROKYA" by using the trademark "AROGYA" or any other mark or marks which are in any way identical or deceptively similar or colourable imitation of the plaintiff's registered trademarks as described in the Schedule to the plaint.

(b) For Permanent Injunction restraining the Defendant by itself, its servants or agents or any one claiming through it from in any manner passing off its products as that of the plaintiff by using the offending trademark "AROGYA" which is similar, deceptively similar and identical to the plaintiff's trademark "AROGYA" or by using any other trademark which is similar, deceptively similar or identical to that of the plaintiff's trademark "AROKYA" by manufacturing or selling or offering for sale or in any manner advertising the same.

(c) Directing the defendant to surrender to the plaintiff the entire products with the offending labels, stocks with offending labels together with the blocks and dies, name boards, sign boards etc for destruction

(d) Directing the defendant to render true and faithful accounts of the profits earned by them through the sale of the offending milk



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products bearing the offending trademark label and directing payment of such profits to the plaintiff.

(e) Directing the defendant to pay to the plaintiff the cost of the suit.

For plaintiff : Mr.G.Kalyan Jhabakh

For Defendants : Mr. Thomas T.Jacob

JUDGMENT

The learned counsel for the plaintiff and the learned counsel for the defendants have jointly signed a memo of compromise in which, both the plaintiff and the first and second defendants have also signed. This effectively brings an amicable settlement to the litigation instituted by the plaintiff against the defendants.

2. In view of the same, the suit is decreed in terms of the compromise. The memo of compromise dated 24.07.2020 shall form part of the decree.



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3. The suit is disposed of in terms of the memo of compromise.

No order as to costs.

27.07.2020

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



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C.V.KARTHIKEYAN,J.

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