

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 08.09.2020

CORAM:

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

C.S.No.622 of 2019
and
O.A.Nos.967 to 969 of 2019

- 1.R.Nagarajan alias K.R.Nagarajan
 2. M/s. Vennila Clothing Company,
Ramraj Cotton,
100, Pondy Bazar,
Chennai - 600 017.
rep.by its Partner,
R.Nagarajan alias K.R.Nagarajan
 3. M/s.ENES Textile Mills,
8/3C, Sengunthapuram,
1st Street Mangalam,
Thirupur - 641 604.
rep.by its Partner,
R.Nagarajan alias K.R.Nagarajan
- .. Plaintiffs

/versus/

- 1.Mr.Jabbar Singh Purohit
 2. M/s.Raja Men's Wear,
PutliBowli, Kothi,
Hyderabad - 500 095,
Telangana State.
- .. Defendants

This Civil Suit is filed under Order VII Rule 1 C.P.C read with Sections 27, 28, 29, 134 and 135 of the Trademarks Act, 1999, Sections 51, 54, 55 and 62 of the Copyrights Act, 1957 and Section 7 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, No.4 of 2016, prayed for

(a) A permanent injunction restraining the Defendants by themselves, their men, affiliates, manufacturers, dealers, representatives, servants, agents, legal representatives, successor in business or any other person claiming under it from in any manner trading under, using advertising directly or indirectly or dealing in or manufacturing or marketing textile goods under the mark RAMRAJ and RR logo thereby infringing plaintiff's registered trademark RAMRAJ and RR Logo or any mark deceptively similar to plaintiff's registered trademark or in any other manner whatsoever;

(b) A permanent injunction restraining the Defendants by themselves, their men, affiliates, manufacturers, dealers, representatives, servants, agents, legal representatives, successor in business or any other person claiming under it from in any manner manufacturing or marketing, using, advertising directly or indirectly or dealing in textile or any other goods bearing the plaintiff's copyright in mark and packaging/carton of RAMRAJ and RR Logo for their RAJARAM labels and cartons/packaging thereby infringing plaintiff's RAMRAJ logo, RR Logo and / or RAMRAJ carton/packaging for their RAJARAM shirts or

any mark/logo identical or deceptively similar to plaintiff's copyright or in any other manner whatsoever;

(c) A permanent injunction restraining the Defendants by themselves, their men, affiliates, manufacturers, dealers, representatives, servants, agents, legal representatives, successor in business or any other person claiming under it from in any manner trading under, using advertising directly or indirectly or dealing in textile goods or any other goods under the mark RAJARAM and or label, carton/packaging that is identical and/or deceptively similar as that of the plaintiff's mark RAMARAJ logo, RR logo, carton/packaging so as to pass off the Defendants' goods as and for that of the plaintiff and/or in any other manner whatsoever;

(d) The Defendants be ordered to pay to the plaintiff a sum of Rs.50,00,000/- as damages for committing acts of infringement against plaintiff's registered trademark and passing off;

(e) The Defendants be ordered and decreed to deliver up for destruction to the plaintiff all name board, sign boards, advertising materials, dies, blocks, labels, brochures, leaflets, pamphlets, hand bills, hoardings, wall posters, calendars, carry bags, stationery items and such other sales promotional materials bearing and/or containing the impugned trademark RAJARAM logo, carton/packaging or any other similar or deceptively similar mark;

(f) A preliminary decree be passed in favour of the plaintiff directing the Defendants to render accounts of profits made by it by use of the trademarks RAJARAM logo, carton/packaging which is identical and/or deceptively similar to the plaintiff's mark and a final decree be passed in favour of the plaintiff for the amount of profits found to have been made by the Defendants after the latter has rendered accounts;

(g) For costs of the entire proceedings;

For plaintiffs : M/s.S.Subashiny

For Defendants : Mr.Sanjay J Rajpurohit

JUDGMENT

An E-mail had been forwarded to the Registry and hard copy has also been filed with respect to understanding reached between the plaintiffs and the defendants, which understanding has been reduced in the form of a Memorandum of Compromise. This Memorandum of Compromise which has been filed through E-mail and hard copy, has been signed by K.R.Nagarajan on behalf of the plaintiff and Jabbar Singh Purohit on behalf of the defendant.

2. The changed label which the defendant had undertaken has also been filed as Annexure-A to the Memorandum of Compromise. The suit is therefore decreed in terms of the Memorandum of Compromise. The Memorandum of compromise with respect to clause 8 clause 9 clause 10 and clause 11 are re-produced below:-

"8. In view of the above, the defendants submit to a judgment and decree as prayed for in terms of prayers (a), (b) and (c) in para 25 of the plaint, as follows:-

a. A permanent injunction restraining the Defendants by themselves, their men, affiliates, manufacturers, dealers, representatives, servants, agents, legal representatives, successor in business or any other person claiming under it from in any manner trading under, using advertising directly or indirectly or dealing in or manufacturing or marketing textile goods under the mark RAMRAJ and RR logo thereby infringing plaintiff's registered trademark RAMRAJ and RR Logo or any mark deceptively similar to plaintiff's registered trademark or in any other manner whatsoever;

b. A permanent injunction restraining the Defendants by themselves, their men, affiliates, manufacturers, dealers, representatives, servants, agents, legal representatives, successor in business or any other person claiming under it from in any manner manufacturing or marketing, using,

advertising directly or indirectly or dealing in textile or any other goods bearing the plaintiff's copyright in mark and packaging/carton of RAMRAJ and RR Logo for their RAJARAM labels and cartons/packaging thereby infringing plaintiff's RAMRAJ logo, RR Logo and / or RAMRAJ carton/packaging for their RAJARAM shirts or any mark/logo identical or deceptively similar to plaintiff's copyright or in any other manner whatsoever;

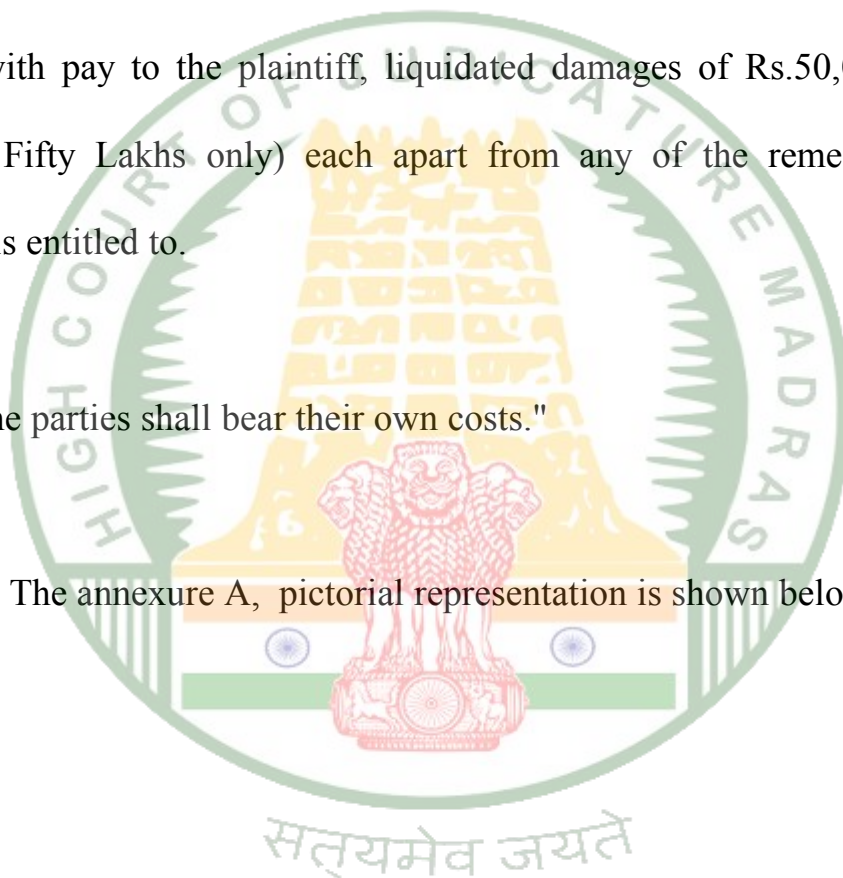
c. A permanent injunction restraining the Defendants by themselves, their men, affiliates, manufacturers, dealers, representatives, servants, agents, legal representatives, successor in business or any other person claiming under it from in any manner trading under, using advertising directly or indirectly or dealing in textile goods or any other goods under the mark RAJARAM and or label, carton/packaging that is identical and/or deceptively similar as that of the plaintiff's mark RAMRAJ logo, RR logo, carton/packaging so as to pass off the Defendant's goods as and for that of the plaintiff and/or in any other manner whatsoever;

9. Further, in view of the above undertaking, the plaintiff agrees to give up other reliefs sought by them in para 25(d), (e), (f) & (g) of the plaint as against the said defendants subject to the conditions as aforesaid.

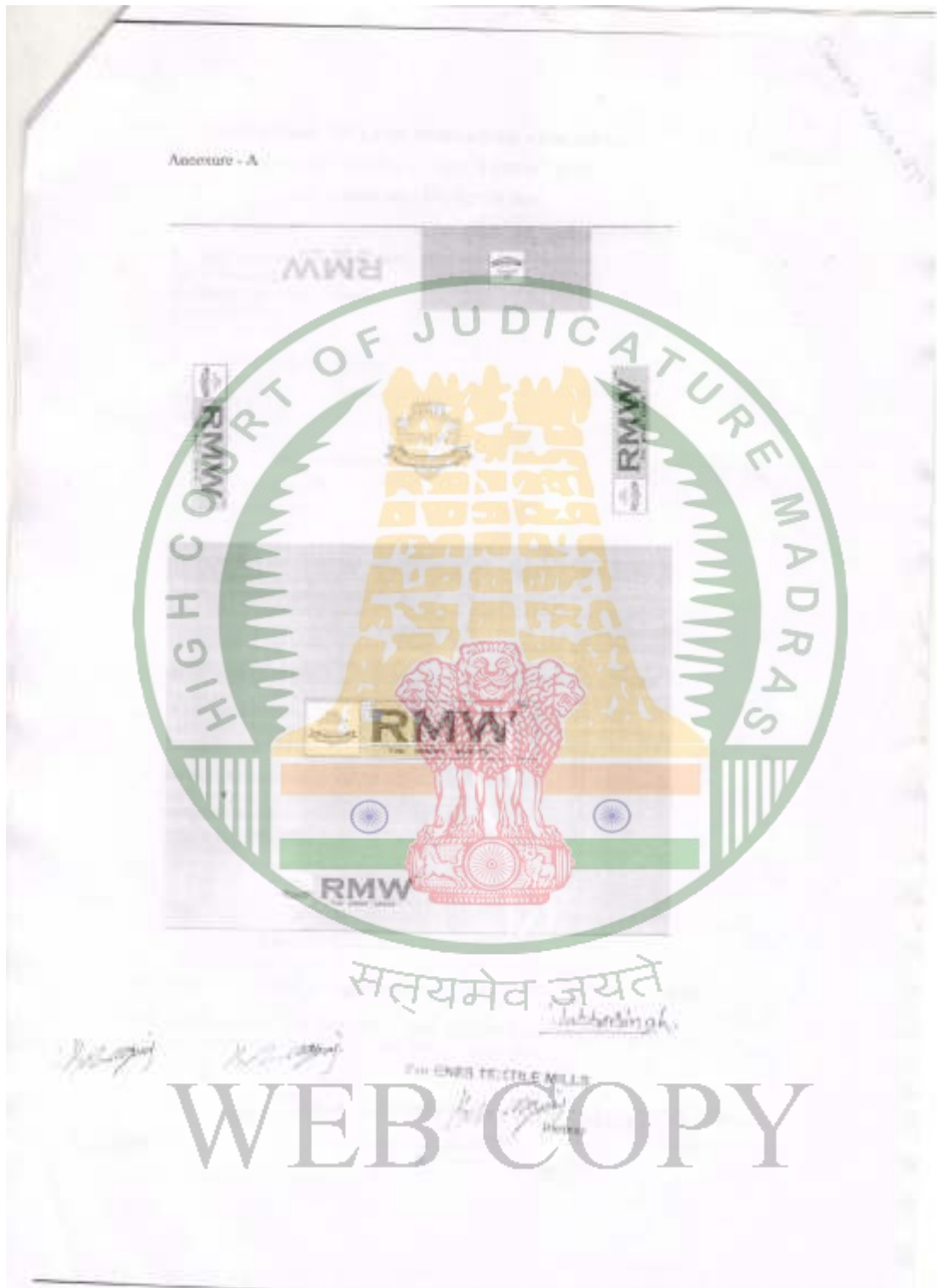
10. The Defendants agree that in the event of breach/violation of all or any of the clauses of this memorandum of compromise, they undertake to forthwith pay to the plaintiff, liquidated damages of Rs.50,00,000/- (Rupees Fifty Lakhs only) each apart from any of the remedies the plaintiff is entitled to.

11. The parties shall bear their own costs."

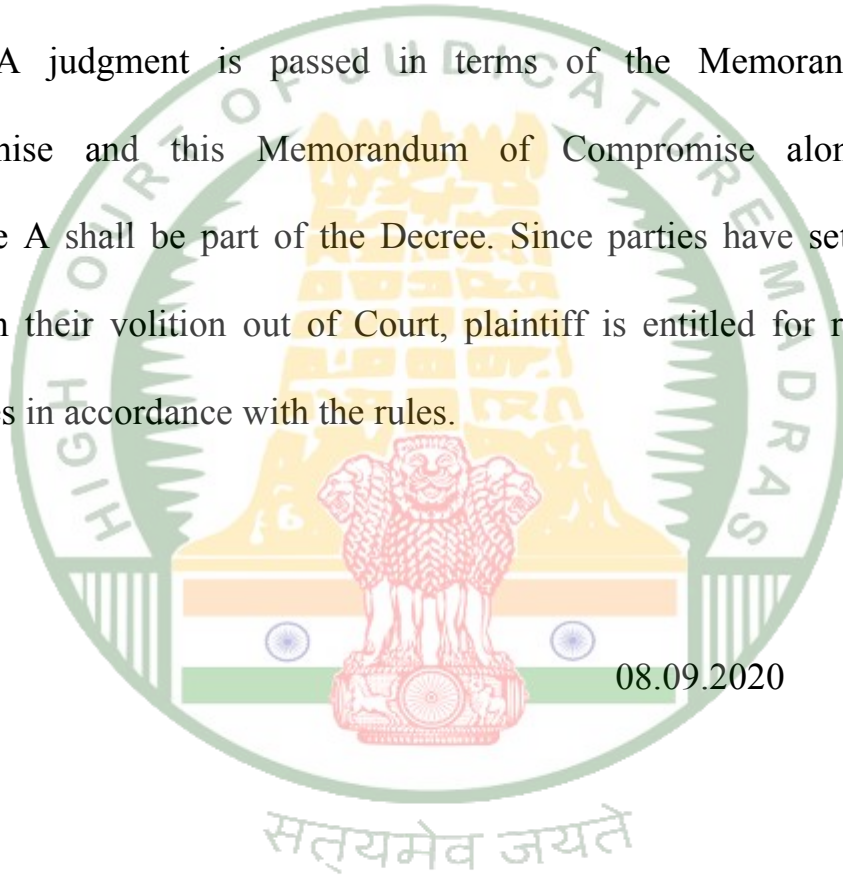
3. The annexure A, pictorial representation is shown below:-



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4. Suit is decreed in terms of the Memo of Compromise. The Memorandum of Compromise dated 03.08.2020 shall form part of the Decree. No order as to costs. Consequently, connected applications are closed. A judgment is passed in terms of the Memorandum of Compromise and this Memorandum of Compromise along with Annexure A shall be part of the Decree. Since parties have settled the matter on their volition out of Court, plaintiff is entitled for return of Court fees in accordance with the rules.



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

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