

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03.03.2020

CORAM:

THE HONOURABLE MR. JUSTICE M.S.RAMESH

C.S.No.646 of 2019

and

A.No.1008 of 2019

Sree Meenakshi Salt Works
Private Limited,
Having its Registered Office at
No.12-B, Meenakshipuram,
Thoothukudi - 628002,
Tamil Nadu.
Rep. by its Executive Director
Mr.J.V.Subramanian

...Plaintiff

Vs.

Shri Lakshmi Agro Foods
Priave Limited,
No.9, N.N.Garden,
10th Street, Old Washermanpet,
Chennai - 600021.

...Defendant

PRAYER: Civil Suit filed under Order IV Rule 1 O.S. Rules read with Order VII Rule 1 CPC, Sections 27, 28, 29, 134 & 135 of the Trade Marks Act, 1999 and Section 7 of the Commercial Courts, Commercial

Division and Commercial Appellate Division of High Courts Act No. 4 of 2016, praying to grant a judgment and decree on the following terms:

(a) A permanent injunction restraining the Defendant, themselves, its proprietor/directors/partners and other unknown persons as the case may be, successors-in-business, servants, agents, distributors, dealers, stockists, shop keepers, wholesalers, retailers, representatives, assigns and all other persons claiming through or under them from manufacturing selling, offering for sale and/or distributing Salt Packages which would amount to passing off their products as and for the plaintiff's products by using the plaintiff's name "SREE MEENAKSHI SALT WORKS P. LTD" and "FSSAI Licence No.10016042002751" or any other similar or identical mark and in any other manner whatsoever;

(b) The defendant be ordered to surrender to the plaintiff for destruction all labels, cartons, containers, packaging materials, blocks, dyes, prints, screen prints, notices, pamphlets, advertisements, hoardings, and other promotional materials bearing the trade name "SREE MEENAKSHI SALT WORKS P. LTD." and "FSSAI Licence No.10016042002751"; सत्यमेव जयते

(c) The defendant be ordered to pay to the plaintiff a sum of Rs.10,00,000/- as damages for committing acts of infringement of trademark and passing off; WEB COPY

(d) A preliminary decree be passed in favour of the plaintiff directing the defendant to render true and faithful account of profits

earned by them by use of the impugned packages and final decree be passed in favour of the plaintiff for the amount of profits thus found to have been made by the defendant, after the latter have rendered accounts;

(e) For entire costs of the suit; and

(f) For such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thereby render justice.

For Plaintiff : Mr.P.Giridharan

For Defendant : Mr.R.Parthasarathy

JUDGMENT

Pending the suit, the parties were referred to Mediation and during the course of Mediation, both the parties have amicably resolved the disputes among themselves, pursuant to which, they have filed a Joint Compromise, dated 21.02.2020. The terms of the Joint Memorandum of Compromise reads as follows:

JOINT COMPROMISE FILED ON BEHALF OF THE PLAINTFF AND DEFENDANT

"1. The defendant expresses its regret for the inadvertent

mentioning of the plaintiff's name "SREE MEENAKSHI SALT WORKS P. LTD" and FSSAI Licence No.10016042002751 in the labels of the sale manufactured and marketed by its under the name UDHAIYAM.

2. The defendant undertakes not to use the plaintiff's name "SREE MEENAKSH SALT WORKS P. LTD" or FSSAI Licence No.10016042002751" in respect of salt manufactured/marketed by them in any manner whatsoever;

3. The defendant hands over to the plaintiff for destruction the packing material rolls on which inadvertently the plaintiff's name "SREE MEENAKSHI SALT WORKS P. LTD" and "FSSAI Licence No.100116042002751" were earlier mentioned and which have been since defaced.

4. The defendant declares that it does not have in its possession any packed salt or labels containing the plaintiff's name "SREE MEENAKSHI SALT WORKS P. LTD" or "FSSAI Licence No.10016042002751".

5. The defendant shall reimburse the plaintiff the sum of Rs.50,000/- (Rupees Fifty Thousand Only) incurred towards remuneration paid to the advocate commissioner appointed by this Hon'ble Court in the present suit during

the course of interim proceedings.

6. The present memorandum of compromise and decree shall be kept strictly confidential and not disclosed to any third party in any manner or form whatsoever.

7. The parties agree to decree the suit in the above terms, and the terms of this compromise shall form part of such decree.

8. The parties shall have no other claim against each other

9. The parties shall bear their own cost."

2. In view of the amicable settlement arrived by the parties in terms of the aforesaid Joint Compromise, dated 21.02.2020, the Suit in O.S.No.646 of 2019 is decreed. No costs. Consequently, the connected Application is closed.

3. It is brought to the notice of this Court that pursuant to the compromise arrived, the plaintiff had also received a sum of Rs.50,000/- from the defendant and has made an endorsement to that effect in the Joint Memorandum of Compromise.

M.S.RAMESH,J.

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4. Since the parties have resolved the disputes among themselves in the Mediation, the plaintiff shall be entitled for refund of the Court fee, which is permissible.

5. The Joint Memorandum of Compromise, dated 21.02.2020 shall also form part of this Judgment and Decree.

03.03.2020

Index:Yes/No
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**C.S.No.646 of 2019
and**



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