

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 03.11.2020

CORAM:

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

C.S.No.703 of 2019
and
O.A.No.1106 of 2019

M/s.Sangeetha Caterers and Consultants LLP
Represented by its Designated Partners:

1.Mr.P.Rajagopal

2.Mr.P.Suresh

No.7, Gandhi Nagar, 1st Main Road, 4th Floor,
Adyar, Chennai – 600 020.

.. Plaintiff

/versus/

M/s.Hotel Sangeetha Grand
PURE VG RESTAURANT
V.K.R.Puram (Vill. & Post).
Nagari Mandal – 517 590.
Chittoor District, Andhra Pradesh.

.. Defendant

This Civil Suit is filed under and Order IV Rule 1 of the O.S Rules and Order VII Rule 1 of the Code of Civil Procedure read with sections 27, 134 and 135 of the Trade Marks Act, 1999 & Proviso 1 of

Section 7 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015, prayed for a Judgment and Decree:-

a).A permanent injunction restraining the defendant, their legal representatives, their successors in business, assigns, franchisees, servants or agents operating the restaurant business by infringing the plaintiff's trademark "Sangeetha (with a VEENA MARK)", "SVR Sangeetha", "SVR Sangeetha Veg. Restaurant", and "Sangeetha Veg. Restaurant (with a VEENA MARK)" or by use of confusingly similar or any other mark deceptively and identically similar to the Plaintiff's registered trademark SANGEETHA or in any other manner whatsoever;

b).A permanent injunction restraining the defendant, their legal representatives, their successors in business, assigns, franchisees, servants or agents operating a restaurant business by the name "HOTEL SANGEETHA GRAND" from committing the act of passing off and enabling others in passing off the restaurant business in the deceptively similar mark which is identical to the plaintiff's trademark in any manner whatsoever;

c).The defendant be ordered to surrender to the plaintiff for destruction of all the packing containers, card board boxes, packing materials, covers and carry bags, screen prints, bills, sign boards, billing software, menu cards, and any other material in their possession bearing

the mark “HOTEL SANGEETHA GRAND” which is identical to the plaintiff's mark Sangeetha;

d).The defendant be ordered to pay to the plaintiff a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) as damages for their wrongful and illegal act by use of the trademark Sangeetha;

e).for cost of the suit; and

For Plaintiff : Mr.L.Rajasekar

For Defendant : Mr.G.P.Sivakumar

JUDGMENT

The Plaintiff and the Defendant have entered into a Joint Compromise Memo and a memo regarding the same had been forwarded to the Registry, which is dated 27.10.2020. This Joint Compromise Memo has been signed on behalf of the Plaintiff by its Designated Partner and also by the Proprietor of the Defendant.

2. Primarily, the Defendant have agreed to change the name to 'HOTEL HIGHWAY GRAND' from 'HOTEL SANGEETHA' and it is stated by the learned counsel that the name change had been effected nearly about six months back.

3. The terms of the Joint Compromise Memo are as follows:

“2. The Defendant has entered appearance through their counsel and had discussions with the Plaintiff's Counsel and both the plaintiff and the defendant have agreed for a compromise in order to give quietus to the issue. The following are the terms of compromise:

I). The defendant states that they have theme park in the name Highway Grand World, Water park in the above said address and they have a restaurant inside the Park by name HOTEL SANGEETHA, Pure Veg Restaurant.

II). The defendant has agreed to remove the name HOTEL SANGEETHA for their restaurant with effect from 01.02.2020 and to continue the restaurant in the name and style HOTEL HIGHWAY GRAND in the

Water Park.

III).The defendant has agreed to change the main sign board of the Restaurant, sign boards, name plates in the Iron barricades and including all the Boards placed on the highway leading to the Restaurant. The defendant undertakes to change all the packing containers, card board boxes, packing materials, plastic covers and carry bags, screen prints, bills, billing software, menu cards, and any other material in their possession bearing the mark HOTEL SANGEETHA.

IV).The plaintiff and the defendant state that the above said compromise has been arrived on their own volition considering their businesses.

V).The defendant is herewith enclosing the colour print out of their changed sign board for the restaurant with the font and the colour.

VI).In the event of defendant failed to change the name of the Hotel as stated herein above them within the period agreed upon herein in clause.

i).above, the plaintiff is entitled to file the Contempt Proceedings or Execution Proceedings against the defendant.

VII).In light of the above said compromise the plaintiff and the defendant have agreed to submit the compromise memo before this Hon'ble Court duly signed by both the parties and their respective counsel.

VIII).In view of the compromise, the parties will have not any further claims against each other.

Therefore, it is prayed that this Hon'ble Court may be pleased to decree the suit in terms of the compromise in C.S.No.703 of 2019 and pass such further orders or other orders as deem fit and proper in the circumstances of the case and thus render justice.

Dated at Chennai this 27th day of October 2020.”

4.The Joint Compromise Memo has also been signed by the learned counsels for the Plaintiff and the Defendants, who were also heard through video conferencing and they had affirmed the compromise entered into between the parties.

5.Since both the parties have agreed to the terms of the Joint Compromise Memo, the same is recorded and the suit is decreed accordingly. No order as to costs. Consequently, connected Application is closed. The Joint Compromise Memo shall form part of the decree. Registry may examine refunding the Court fee in accordance with the Rules.

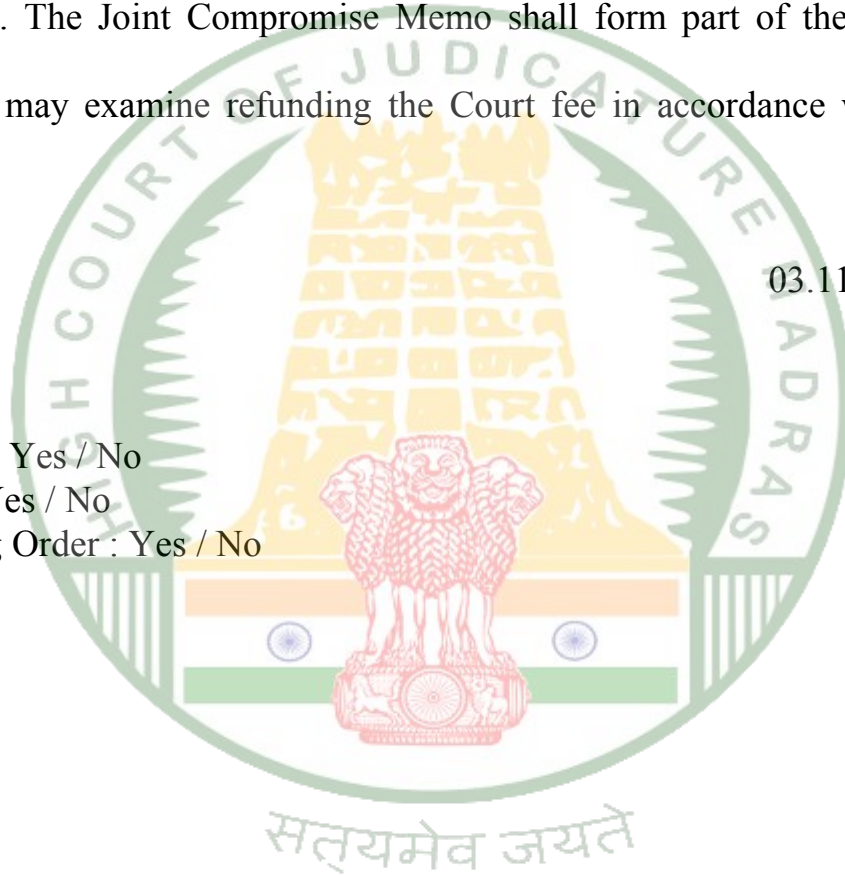
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Internet : Yes / No

Index : Yes / No

Speaking Order : Yes / No

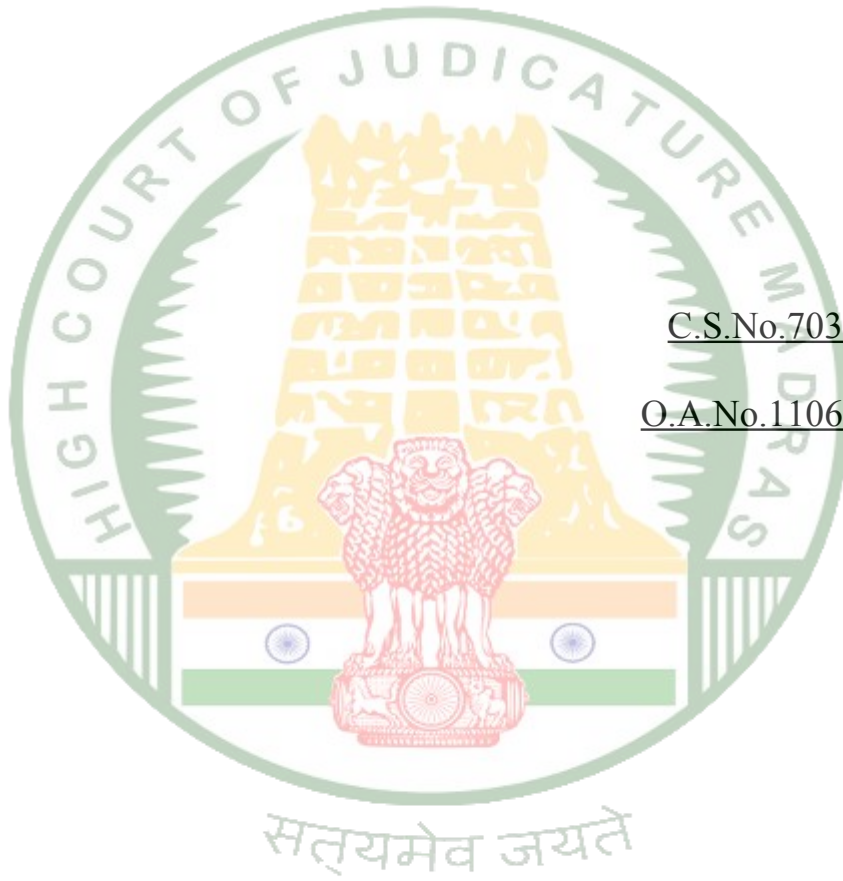


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