



WEB COPY



1

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.10.2021

CORAM

THE HONOURABLE DR. JUSTICE G.JAYACHANDRAN

**C.S.(Comm.Div) No.67 of 2021
and A.Nos.690 and 691 of 2021**

Sun Pharmaceutical Industries Limited,
CD Plot No.3, Door No.8,
Old Tower Block Street,
Nandhanam Extension,
Chennai 600 035.

...Plaintiff

VS

1.Indkus Nexa
G-3, Pratap Nagar,
New Delhi 110 007.

2.Indo Himalaiyan Herbs Inc.,
Plot No.158, Sector -29, HUDA,
Panipat 132 103.

...Defendants

Prayer: Civil suit filed under Order VII Rule 1 of Civil Procedure Code, 1908 and Order IV Rule 1 of O.S.Rules and Order VII Rule 1 of CPC read with Sections 27, 28, 29, 134 and 135 of the Trademarks Act, 1999 read with Sections 51, 52 and 62 of the Copyright Act, 1957, praying for the following judgment and decree

a) A permanent injunction restraining the Defendants, their men, servants, agents, distributors, stockists, retailers, legal representatives, job-workers, manufacturers, packers, export / import agents or any other person claiming under them from in any manner infringing the Plaintiff's registered trademark VOLINI through the use of VOLINEX or any other mark or marks that is in anyway identical with and/or deceptively similar to the Plaintiff's registered trademark VOLINI, either by manufacturing or selling or exporting or importing or offering for sale or advertising or in any other manner whatsoever;



(b) A permanent injunction restraining the Defendants, their men, servants, agents, distributors, stockists, retailers, legal representatives, job-workers, manufacturers, packers, export / import agents or any other person claiming under them from in any manner infringing the Plaintiff's Copyright in the artistic work found on the VOLINI & VOLINI Maxx trade dress/packaging label, more fully specified contained in SCHEDULE A to the Plaint, through the use of trade dress / packaging label more fully contained in SCHEDULE B to the Plaint or any other trade dress / packaging label that bears an overall similarity to and / or is a colourable imitation of the Plaintiff's artistic work found on Plaintiff's trade dress and / or packaging labels used towards sale of their product under the mark VOLINI, either by manufacturing or selling or exporting or importing or offering for sale or advertising or in any other manner whatsoever:

(c) A permanent injunction restraining the Defendants, their men, servants, agents, distributors, stockists, retailers, legal representatives, job-workers, manufacturers, packers, export/ import agents or any other person claiming under them from in any manner manufacturing, selling, offering for sale, stocking, importing, exporting, advertising, or in any manner directly or indirectly dealing in any products under the trademark VOLINEX or any other trademark that is identical with and/or deceptively similar to the Plaintiff's prior adopted trademark VOLINI and/or use any trade dress and/or packaging label similar to that of the Plaintiff's products under the mark VOLINI, so as to pass off the Defendants products as and for the products of the plaintiff

(d) Directing the Defendants to render a true and faithful accounts of the profits earned by them through the sale or advertisement of products under the impugned mark VOLINEX and direct payment of such profits to the Plaintiff for the acts of infringement and passing off committed by the Defendants:

(e) Directing the Defendants to surrender to the Plaintiff the entire stock of labels, containers, canisters, boxes, printed materials, promotional materials, stationery, including dyes, blocks, screen prints and other materials bearing the impugned mark VOLINEX and / or the trade dress that are in any manner similar to the Plaintiff's trademark VOLINI and/or their trade dress / packaging label used for VOLINI, for



destruction.

WEB COPY

f) Directing the Defendants to pay to the Plaintiff the cost of the suit.

For Plaintiff : Mr.S.Diwakar

For Defendants : Mr.R.Sathish Kumar

J U D G M E N T

The suit filed for permanent injunction against the defendant for act of infringement of trademark “VOLINI” and for infringement of copyright in packaging label and for passing off, now come to an end in view of the memorandum of compromise entered between the plaintiff and the defendants.

2.The parties have entered into a written compromise signed by them and their respective counsel. The said memorandum of compromise filed in the Registry of this Court on 26.07.2021. Learned counsel for the respective parties seek decree in terms of the compromise memo.



DR.G.JAYACHANDRAN,J.

WEB COPY

VRI

3.Perusing the compromise memo, this Court is of the view that the suit shall be disposed of in terms of compromise as found in paragraph 3(a) to (h) and default clause (4). Accordingly, the suit is decreed in terms of paragraph 3(a) to (h) and default clause (4) and the same shall form part of the decree. No costs. In the light of compromise, the connected applications in A.Nos.691 and 692 of 2021 are closed.

28.10.2021

vri

**C.S.(Comm.Div) No.67 of 2021
and A.Nos.690 and 691 of 2021**