IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

WEDNESDAY, THE 11TH DAY OF AUGUST 2021

THE HON'BLE DR. JUSTICE G.JAYACHANDRAN

C.S. No. 166 of 2019

P.Suresh,
S/o Late Padmanabha Pothi,
Aged 57 years,
Old No:53,
New No.109, Armenian Street,
Chennai 600 001. ... Plaintiff

/versus/

M/s Super Foodis (P) Ltd,
Represented by its Director:
Mr.R.Adhavan,
No.23, Old No.35, 10th Avenue,
Ashok Nagar, Chennai 600 083. ... Defendant

Civil Suit praying that this Hon'ble Court be pleased to grant a judgment and decree on the following terms:-

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'S Desi mane”, or by use of confusingly similar or any other mark deceptively and identically similar to the Plaintiff's registered trademark “SANGEETHA'S Desi mane”, or in any other manner whatsoever;

(b) permanent injunction restraining the defendant, their legal representatives, their successors in business, assigns, franchisees, servants or agents operating a restaurant business by the name “SANGEETHA'S Desi mane” and 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 “SANGEETHA'S Desi mane” and any other materials which is identical to the plaintiff's mark “SANGEETHA'S Desi mane”.

(d) a preliminary decree be passed in favour of the Plaintiff directing the defendant Company to render account of profits made by the defendant after 19.12.2018 by use of Trademark SANGEETHA'S Desi mane and a 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 defendant have rendered accounts.

(e) the defendant be ordered to pay to the plaintiffs a sum of Rs.1,25,00,000/- (Rupees One Crore and Twenty Five Lakhs Only) as damages for their wrongful and illegal act by use of the trademark

"SANGEETHA'S Desi mane.

(f) for cost of the suit.

This Civil Suit having been heard on 22/07/2021 in the presence of Mr.L.Rajasekar,, Advocate for the plaintiff herein and Mr.V.Raghavachari, Advocate for the defendant herein, and upon reading the plaint and the joint Memorandum of compromise dated 08.08.2021 filed herein and the other exhibits therein refered to and upon perusing the evidence adduced therein and the joint memorandum of compromise signed by the plaintiff and the defendant herein and their respective advocates and the said advocates for the parties hereto praying this Court to pass a decree in terms of the joint memorandum of compromise morefully setout in the schedule hereunder and having stood over for consideration till this date and coming on this day before this court for orders in the presence of the said advocates for the parties hereto and, it is interms thereof ordered and decreed as follows:-

That the defendant hereby agreed on his own accord to remove the name Board "SANGEETHA'S Desi mane" by 31.12.2021, which is the registred Trade Mark of Plaintiff, the defendant hereby agreed not to use the name "SANGEETHA'S Desi mane" in any online platform like swiggy, zomato etc., after 31.12.202, the defendant herein further undertakes hat they shall not usepacking containers, card board boxes, packing materials,

covers and carry bags, screen prints, bills sign boards, billing software, menu cards, and nay other material in their possession bearing the plaintiff's registered Trade Mark “SANGEETHA'S Desi mane” and any other material which is identical to the plaintiff's mark “SANGEETHA'S Desi mane” after 31.12.2021.

2. That the defendant herein undertakes to pay a sum of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) on or before 31.08.2021 as a full and final settlement of all the claims, inclusive of value of the shares etc., in the following manner:

(a) a sum of Rs.3,30,961.00 vide Cheque to be drawn in favour of Ms.Praveena Krishnan, towards the Loan Outstanding and another cheque for a sum of Rs.2,000/- (Rupees Two Thousand Only) towards the value of the 200 shares held by her; (She is having share Certificate for 200 Shares but shown in the Defendant's balance sheet as on 31.03.2019 as 150 Shares).

(b) a sum of Rs.4,77,609.00 (Rupees four lakhs seventy seven thousand six hundred and nine only) vide Cheque to be drawn in favour of Ms.Mary Christeena Rosario, towards the loan outstanding and another cheque for a sum of Rs.3500/- (Rupees Three Thousand and Five Hundred Only) towards the value of the 350 shares held by her;

(c) a sum of Rs. 26,31,430.00 (RupeesTwenty Six Lakhs thirty One Thousand Four Hundred and Thirty Only) vide cheque to be drawn in favour of P.Suresh, towards the Loan Outstanding and another cheque for a sum of Rs.4000/- (Rupees Four Thousand Only) towards the 400 share held by him and his daughter jointly in the defendant company (Both P.Suresh and Sanjana are having share Certificates for 400 shares but shown in the Defendant's balance sheet as on 31.03.2019 as 450 shares).

(d) Another cheque for a sum of Rs.50,000/- (Rupees Fifty Thousand Only) in favour of P.Suresh, towards the amount at the rate of Rs.10,000/- (Rupees ten thousand only) per month as per the order passed in O.A.211 of 2019 in C.S.No.166 of 2019 dated 18.07.2019 for the period from 01.08.2021 to 31.12.2021.

(e) a sum of Rs.500/- (Rupees Five Hundred Only) vide cheque drawn in favour of Mr. Ragavendra Rao, towards the value of 50 share held by him.

(f) The plaintiff and the other share holders named above shall individually executed the Share Transfer Forms duly signed by them immediately upon receipt of the abovesaid amounts, upon such transfer, the proceedings before the National Company Law Tribunal, chennai Bench, in relation to transfer of the minority share-holding shall be withdrawn by the defendant.

(g) The plaintiff confirmed that he shall obtain signatures of

Ms.Sanjana, Ms.Praveena Krshnan, Mr.Raghavendra Rao and Mrs. Mary

Christeena Rosario in their respective transfer forms and shall bear the responsibility for the transfer of their shares, the Plaintiff shall indemnify the defendant from any claims made by the said persons arising from and out of this compromise.

3. That the defendant Company undertakes through its Directors and the Directors individually undertakes and also anyone claiming through them, not to use the registred Trade mark of the Plaintiff “SANGEETHA'S Desimane” after 31.12.2021 and also undertakes not to use the name “Sangeetha or Desimane or Desi or mane” either in part or full or deceptively similar or identical to the registered trade mark of the Plaintiff “SANGEETHA'S Desimane”.

4. That the defendant Company further undertakes throught its Directors or the Directors individually and anyone claiming through them not to adopt the font, the style and colour pattern of the plaintiff's registered trade mark “SANGEETHA'S Desimane”.

5. That the plaintiff undertakes not to establish or commence new restaurant in the plaintiff's Trademark SANGEETHA'S Desimane at Ashok Nagar or reflected as an Ashok Nagar outlet on online portals or any food delivery application till 30.06.2022.

6. That the plaintiff and defendant herein states that on signing this

compromise memo, payment of the above said amount by the defendant to the plaintiff and his associates, transfer of the 10% shareholding by the plaintiff to the defendant's Directors and removal of the Plaintiff's Trade Mark from the Restaurant run by the Defendant Company and in the online platform they do not have any other claim whatsoever against each other.

7. That the plaintiff and defendant's Directors, namely, Mr.R.Rajendran, R.Adhavan and C.Arunkumar, mutually agreed that they shall not cause aspersions against each other or slur their good name before any third person or in the social media that may cause them harm to their reputation.

8. That a certificate under section 69 of Tamil Nadu Court Fees and Suit Valuation Act XIV of 1955 (Amended Act) do issue herein, out of and under the seal of this court, in favour of P.Suresh, the Plaintiff herein, authorising him to receive from the Pay and Accounts Office, High Court, Chennai, a sum of Rs. 1,29,050/- (Rupees one Lakh Twenty Nine thousand and Fifty Only) being the entire Court fee paid on the plaint by the Plaintiff herein.

<u>Schedule</u>

Joint MOC

EVK

23.08.2021

C.S. No.166 of 2019

ORDER

DATED: 11.08.2021

THE HON'BLE DR.JUSTICE G.JAYACHANDRAN

FOR APPROVAL: 24/08/2021

APPROVED ON : 25/08/2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 22.07.2021	Pronounced on : 11.08.2021

Coram:

THE HONOURABLE DR. JUSTICE G.JAYACHANDRAN

C.S.(Comm.Div).No.166 of 2019

P.SURESH,
S/o.Late Padmanabha Pothi,
Agred 57 years,
Old No.53, New No.109, Armenian Street,
Chennai – 600 001. ... Plaintiff

/versus/

M/s.SUPER FOODIS (P) LTD
Represented by its Director,
Mr.R.Adhavan,
No.23, Old No.35, 10th Avenue,
Ashok Nagar, Chennai – 600 0083. ... Defendant

Prayer: Civil Suit is filed under Order IV Rule 1 of Original Side Rules and Order VII Rule 1 of C.P.C read with Section 27, 134 and 135 of the Trademarks Act, 1999 & proviso 1 of Section 7 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Court Act, 2015.

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's Desi mane"**, or by use of confusingly similar or any other mark deceptively and identically similar to the plaintiff's registered trademark **"SANGEETHA's Desi mane"** or in any other manner whatsoever';

b). Permanent injunction restraining the defendant, their legal representatives, their successors in business, assigns, franchisees, servants or agents operating a restaurant business by the name **"SANGEETHA's Desi mane"** and 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 **"SANGEETHA's Desi Mane"** and any other materials which is identical to the plaintiff's mark **"SANGEETHA's Desi mane"**;

d). A preliminary decree be passed in favour of the plaintiff directing the defendant Company to render accounts of profits made by the defendant after 19.12.2018 by use of trademark SANGEETHA'S Desi mane and a 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 defendant have rendered accounts;

e). The defendant be ordered to pay to the plaintiff's a sum of Rs.1,25,00,000/- (Rupees One Crore and Twenty Five Lakhs only) as damages for their wrongful and illegal act by use of the trademark "SANGEETHA's Desi mane";

f). For cost of the suit.

For Plaintiff : Mr.L.Rajasekar

For Defendant : Mr.V.Raghavachari

JUDGMENT

This Suit is filed for permanent injunction and preliminary decree against the defendant, which is a Private Limited Company carrying on Restaurant under the "**SANGEETHA'S Desi mane"** at No.23, Old No.35, 10th Avenue, Ashok Nagar, Chennai – 600 0083.

2. The brief facts of the case as found in the plaint is that, the plaintiff is the Proprietor of the registered trademark "**SANGEETHA'S Desi mane"** under Clause 42. The registration is valid upto 20th August 2027. It was registered on 20.08.2007 in the name of partnership firm M/s.Sangeetha Caterers & Consultants. Later, the partnership firm was converted into a Limited Liability Partnership Firm (LLP), on 01.04.2015. Pursuant to the conversion, the Directors of the Limited Liability Partnership have submitted Form TM-24, to bring on record the plaintiff name as subsequent Proprietor. The said trademark was assigned by M/s.Sangeetha Caterers & Consultants LLP in favour of the plaintiff vide assignment deed dated 01.04.2016. The trademark Registry passed an order on 17.03.2018 conferring and recognition the ownership over the plaintiff. The Legal Use Certificate issued by the trademark Registry stands in the name of the plaintiff/Mr.P.Suresh, as a single firm Trading as M/s.Sangeetha Caterers & Consultants (LLP). **M/s.Sangeetha Caterers and Consultants LLP** is also owner of the registered Trademarks **"SANGEETHA, SVR SANGEETHA** and **SANGEETHA (with a veena mark)**. These trademarks are household name in the restaurant business. The plaintiff is one of the promoters of M/s.Super Foodis Private Limited, which was incorporated on 24.05.2016. The plaintiff as the brand owner of trademark "SANGEETHA'S Desi mane", had entered into a Franchise agreement dated 12.08.2016 with M/s.Super Foodis (P) Limited, to run a vegetarian restaurant for a period of three years from 12.08.2016 to 11.08.2019. The said restaurant was inaugurated on 11.11.2016. The plaintiff has spent about Rs.15,44,616/- towards promotional expenses. Apart from his shareholding, he has advanced about Rs.3.00 crores in the said Company for its operational expenses. Under the Franchisee agreement, 5% on the gross sale should be paid as running Royalty to the plaintiff. During the month of January 2018, Mr.R.Rajendran and his family members approached the plaintiff for purchase of shares of the Company and the plaintiff agreed to sale the shares to Mr.R.Rajendran and his family

members comprising to Mr.R.Adhavan and Mr.C.Arun Kumar. It was agreed that new management under Mr.R.Rajendran will discharge the loan liability to the existing members. Accordingly, the loan liability was partly discharged and a sum of Rs.29,95,461/- due and payable to the plaintiff as on 31.03.2018. After the takeover of the management, the defendant along with Ms.Mary Christina Rozario, one of the Directors of the Company, continue the business operations, after the plaintiff resigned from the Directorship on 19.09.2018. The defendant, in spite of continuing business in terms of the franchisee agreement has not paid the Royalty amount of 5% on the gross sale, as per agreement. From March – 2018, a sum of Rs.10,000/- p.m., alone is paid towards part payment of Royalty amount. From the month of March – 2018 to August 2018, a sum of Rs.29,88,291/- is the royalty amount payable to the plaintiff. The defendant had wilfully committed default in payment of the same. As per Clause 6.4 of the Franchisee agreement, in case of default in payment of the royalty, the defendant is liable to pay interest at the rate of 12% p.a. That apart, the defendant has violated other terms of franchisee agreement regarding the recruitment and training of personnel in the Franchised outlet. The plaintiff came forward to relinquish his shares in the Company and settle the share value and other dues viz., repayment of loan and arrears of Royalty. In spite of several exchange of notices, the defendant is not ready to settle the dues. Therefore, vide letter dated 19.12.2018, the plaintiff terminated the franchisee agreement dated 12.08.2016 and sought for removal of Sign board “SANGEETHA'S Desi mane” and to surrender all the articles bearing the trademark “SANGEETHA'S Desi mane”.

3. The defendant, despite termination of the Franchisee agreement, still continue to use the registered trademark of the plaintiff “SANGEETHA'S Desi mane”. This creates confusion in the minds of the public and they are deceived by believing that the defendant's restaurant under the trademark “SANGEETHA'S Desi mane” emanates from the plaintiff. The defendant is liable to pay a sum of Rs.16,32,741/- from the date of termination of the agreement, till the date of the suit. Thus, totally a sum of Rs.46,21,741/- towards royalty amount and for the period from 01.03.2018 to 19.12.2018 with interest at the rate of 12% p.a., is due and payable by the defendant. Hence, the suit has been instituted for the following reliefs:- (i). For permanent injunction restraining the defendants from operating the restaurant by name “SANGEETHA'S Desi mane” and from committing the act of passing off. (ii). To surrender all the packing containers, card board boxes, packing materials, covers etc., bearing the trademark “SANGEETHA'S Desi mane”. (iii). Preliminary decree to render accounts of profits made by the defendant after 19.12.2018 and money

decree for a sum of Rs.1,25,00,000/- as damages for their wrongful and illegal act.

4. In response to the said claim, the sole defendant has filed the written statement, wherein, it is averred that the franchisee agreement dated 12.08.2016 is a concoction, engineered by the plaintiff to make an unjust enrichment. The erstwhile Directors, in their individual capacity extended loan to a tune of Rs.3 crores. However, same was repaid *in toto.* The defendant owes no amount to the plaintiff as on date. The present Director of the defendant's Company came into picture only on 01.03.2018 i.e., after the change in the management of the Company. There is no iota of evidence to prove the alleged franchisee agreement was brought to the notice of the present Director. The plaintiff, who was promoter of the defendant's Company seems to have concocted documents to make unlawful gain. The present Director of the Company (Mr.R.Rajendran) is not a signatory to the Franchisee agreement. The said franchisee agreement is an unregistered document. Ms.Mary Christina Rozario, who has signed the alleged franchisee agreement is a close associate of the plaintiff and she continue to remain as a minority shareholders in the defendant's company. In the month of February–2019, for her activities against the interest of the Company in collusion with the plaintiff. She had been removed from Directorship.

5. The lease agreement was entered to run the restaurant in the name and style of "SANGEETHA'S Desi mane" for a period of 15 years with the landlord M/s.Chennayillrukum KeelaEral Karuppa Nadar Vahayarakkal Dharma Abhiviruhi Fund, on 05.08.2016. If really there had been a franchisee agreement, then it should have been prior to this lease agreement and not later. It is an admitted fact that on 01.03.2018, Mr.R.Rajendran and his family members have purchased 90% of the shares. If so, Clause 13.20 of Franchise Agreement alleged to have been executed on 12.08.2016 will not have a recital saying that, the plaintiff and his family member holding 100% of the paid up capital between them. The plaint document indicates that no fees of Rs.15,00,000/- was amortized for 5 years for the year ending 31.03.2017. Had there been a franchise agreement really, the know how fee would have been amortized only for a period of 3 years. As per Accounting Standard (AS-26). None of the terms under the alleged franchise agreement was implemented during its operative period. No amounts paid to the plaintiff by way of franchise fee. The restaurant at Ashok Nagar run by the plaintiff was running in loss and there was a friction between the Directors. Hence, the plaintiff approached the defendant to takeover the business. The trademark "SANGEETHA'S Desi mane" was acquired by the new management during the takeover. A sum of

Rs.3.42 crores and other incidental expenses were paid to the plaintiff and his family members. At the request of the plaintiff, 10% share was left with the plaintiff/Mr.P.Suresh, family members and Ms.Mary Christina Rozario, for smooth transfer of shares, business and agreement. After coming to know about the creation of records by the plaintiff in connivance with Ms.Mary Christina Rozario by way of e-mail, Mr.R.Rajendran had sent a e-mail on 28.09.2018 placing the facts regarding the transactions. The plaintiff sold the outlet as a whole, after agreeing that the private loans of the erstwhile Directors will be discharged by the new Management and in lieu of that the interest in the outlet along with the trademark will be transferred to the Defendant's Company. For the said transfer, the plaintiff has received consideration of Rs.3.24 crores. Therefore, the allegation against the defendant that they have infringed the trademark of the plaintiff is false and just to make enrichment, after alienating their right along with the shares. The majority Directors of the Defendant's Company are bonafide purchasers of the shares in the Company and they were made to believe that the trademark rights along with assets and liability of the Company is transferred. The erstwhile Directors failed to disclose material facts to the new Management. While several averments made about Ms.Mary Christina Rozario and Rajendran, they are necessary parties. Non- inclusion as parties in the suit is bad for non-joinder of necessary parties.

6. Based on the pleadings, this Court, on 19.09.2019, framed issues and on 04.10.2019, following additional issues were also framed:-

i). Whether the defendant has infringed the trade mark of the plaintiff in the light of the termination of Franchise Agreement?

ii). Whether the defendant is not liable to pay damages as claimed by the plaintiff?

iii). Whether the plaintiff is entitled for permanent injunction against the defendant for passing off the food production of the plaintiff?

iv). To what relief?

<u>Additional Issues:-</u>

i). Is there any infringement of the plaintiff's Trade Mark " Sangeethas" Desi Mane", by the defendant, in the light of the termination of the Franchise Agreement dated 12.08.2016?

ii). Was there any Franchise Agreement executed between the plaintiff and the defendant on 12.08.2016?

iii). Whether the plaintiff has transferred all interest in the outlet to the defendant?

iv). Whether the defendant company is passing off their food products as that of the plaintiff's, even after termination of franchise agreement?

v). To what other relief the parties are entitled?

7. On behalf of the plaintiff, Mr.P.Suresh was examined as PW.1 and 47 documents (Ex.P-1 to Ex.P-47) marked. On behalf of defendant, Mr.R.Adhavan was examined as D.W.1. Ex.D.1 to Ex.D.3 were marked. During the cross examination of D.W-1, the plaintiff had marked Ex.P-48 to Ex.P-54. Ex.C-1 & Ex.C-2 are the extract of Board Resolution besides these two documents Ex.C.1 & Ex.C.2 were marked.

8. The Learned Counsel on either side made extensive argument in support of their case on following dates; 25.06.2021, 05.07.2021, 07.07.2021, 15.07.2021 and concluded on 26.07.2021.

9. Thereafter, this Court, after perusing the pleadings and evidence, in the light of the submissions made by the Learned Counsel felt this is appropriate case to be settled by mediation. Hence, suggested to the Learned Counsels to explore the possibility of settlement using their good Office.

10. In tune with the true spirit of 'mediation', both the Learned Counsels took all efforts to arrive at settlement between the parties so that both the parties have the win-win satisfaction. They reported settlement by way of Joint Memorandum of Compromise, dated 08.08.2021, which reads as below:-

> ***2.*** *It is submitted that pending the suit both the plaintiff and the defendant have come to a mutual understanding and reached a compromise and terms of the compromise are as follows:-*
>
> ***2.1.*** *The defendant hereby agrees on his own accord to remove the name Board "SANGEETHA's Desi mane" by 31.12.2021, which is the registered Trade Mark of Plaintiff. The defendant hereby agrees not to use the name "Sangeetha's Desimane" in any online platform like Swiggy, Zomato etc., after 31.12.2021. The defendant further undertakes that they will not use packing containers, card board boxes, packing materials, covers and carry bags, screen prints, bills, sign boards, billing software, menu cards, and any other materials in their possession bearing the plaintiff's registered Trade mark "SANGEETHA's Desi mane" and any other materials which is identical to the plaintiff's mark "SANGEETHA's Desi mane" after 31.12.2021.*

2.2. *The defendant undertakes to pay a sum of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) on or before 31.08.2021 as a full and final settlement of all the claims, inclusive of value of the shares etc., in the following manner:-*

(a). A sum of Rs.3,30,961.00 vide cheque to be drawn in favour of Ms.Praveen Krishnan, towards the Loan Outstanding and another cheque for a sum of Rs.2,000/- (Rupees two Thousand only) towards the value of the 200 shares held by her; (She is having share certificate for 200 shares but shown in the defendant's balance Sheet as on 31.03.2019 as 150 shares).

(b). A sum of Rs.4,77,609.00 (Rupees four lakhs seventy seven thousand six hundred and nine only) vide cheque to be drawn in favour of Ms.Mary Christeena Rosario, towards the loan outstanding and another cheque for a sum of Rs.3,500/- (Rupees Three Thousand and Five Hundred only) towards the value of the 350 shares held by her;

(c). A sum of Rs.26,31,430.00 (Rupees Twenty Six lakhs Thirty One Thousand for hundred and thirty only) vide cheque to be drawn in favour of P.Suresh, towards the Loan outstanding and another cheque for a sum of Rs.4000/- (Rupees Four Thousand only) towards the 400 share held by him and his daughter jointly in the defendant Company. (Both P.Suresh and Sanjana are having share Certificates for 400 shares but shown in the defendant's balance sheet as on

31.03.2019 as 450 shares).

(d). Another cheque for a ***sum of Rs.50,000/- (Rupees Fifty Thousand only) in favour of P.Suresh, towards the amount at the rate of Rs.10,000/- (Rupees ten Thousand only) per month as per the order passed in O.S.No.211 of 2019 in C.S.No.166 of 2019 dated 18.07.2019 for the period from 01.08.2021 to 31.12.2021.***

(e). A sum of Rs.500/- (Rupees Five Hundred only) vide cheque drawn in favour of Mr.Raghavendra Rao, towards the value of 50 share held by him.

(f). The plaintiff and the other share holders named above will individually execute the share transfer Forms duly signed by them immediately upon receipt of the abovesaid amounts. Upon such transfer, the proceedings before the National Company Law Tribunal, Chennai Bench, in relation to transfer of the minority share-holding shall be withdrawn by the defendant.

(g). The plaintiff confirm that he shall obtain signatures of Ms.Sanjana, Ms.Praveena Krishnan, Mr.Raghavendra Rao and Mrs.Mary Christeena Rosario, in their respective transfer forms and shall bear the responsibility for the transfer of their shares. The plaintiff shall indemnify the defendant from any claims made by the said persons arising from and out of this compromise.

__2.3.__ The defendant Company undertakes through its Directors and the Directors individually undertakes and also anyone claiming through them, not to use the registered Trade Mark of the Plaintiff' "SANGEETHA's Desimane" after 31.12.2021 and also undertakes not to use the name "Sangeetha or Desimane or Desi or mane" either in part or full or deceptively similar or identical to the registered trade mark of the plaintiff "SANGEETHA's Desimane".

__2.4.__ The defendant Company further undertakes through its Directors or the Directors individually and anyone claiming through them not to adopt the font, the style and colour pattern of the plaintiff's registered trade mark "SANGEETHA's Desimane".

__2.5.__ The plaintiff undertakes not to establish or commence new restaurant in the plaintiff's Trade Mark SANGEETHA'S Desimane at Ashok Nagar or reflected as an Ashok Nagar outlet on online portals or any food delivery application till 30.06.2022.

__3.__ The plaintiff and Defendant states that on signing this compromise memo, payment of the above said amount by the defendant to the plaintiff and his associates, transfer of the 10% shareholding by the Plaintiff to the Defendant's Directors and removal of the Plaintiff's Trade Mark from the Restaurant run by the Defendant Company and in the online Platform they do not have any other claim whatsoever against each other.

11. In view of the settlement arrived between the parties, the

Suit is decreed in terms of compromise. The compromise memo shall form part of the decree. The plaintiff shall be entitled for refund of Court fees, if any.

Sd./-G.J.J.

11/08/2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.