

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.03.2021

CORAM:

THE HON'BLE MR.JUSTICE C.V.KARTHIKEYAN

C.S.No.581 of 2016

1.Mr.A.D.Padmasingh Issac
Trading as Aachi Spices and Foods
Old No.4, New No.181/1,
6th Avenue, Thangam Colony,
Anna Nagar, Chennai - 600 040.

2.M/s.Aachi Masala Foods (P) Ltd.,
Old No.4, New No.181/1,
6th Avenue, Thangam Colony,
Anna Nagar, Chennai - 600 040.
Represented by its Director
Mr.Ashwin Pandian

... Plaintiffs

..Vs..

M/s.Madurai Achi Foods,
Cottage Industries
No.114-A, Aavin Nagar,
Madurai - 625 020.

... Defendant

PRAYER : Complaint filed under and Order IV Rule 1 of Original Side Rules and Order VII Rule 1 of the CPC read with Sections 27(2), 29, 134 and 135 of the Trademarks Act, 1999, prayed for a Judgment and Decree:-

(a) granting a permanent injunction, restraining the Defendant, by itself, its servants, agents, distributors, or anyone claiming through him from manufacturing, selling, advertising and offering for sale using the Trademark "ACHI VEETU IDLI DOSAI MAAVU" / AACHI IDLY DOSAI MAAVU or any other similar Trademark or similar sounding expression or in any media and use the same in invoices, letter heads and visiting cards or by using any other trademark which is any way visually or deceptively or phonetically similar to the plaintiff's Trademark AACHI / AACHI IDLY DOSAI MAAVU and use the same in pouches, packets in relation to flour preparations or any other goods or use the mark in idly dosai batter, invoices, letters heads and visiting cards or any other trade literature or by using any other Trademark which is in any way visually, or phonetically similar to the plaintiff's registered Trademark No. 1843529, 838786, 1479159, or in any manner infringe the plaintiff's registered Trademark.

(b) granting a permanent injunction, restraining the defendant, by itself, its servants, agents, distributors, or anyone claiming through him from manufacturing, selling, advertising and offering for sale using Trademark

"ACHI VEETU IDLI DOSAI MAAVU" / AACHI IDLY DOSAI MAAVU" or any other similar Trademark or in any media and use the same in invoices, letter heads and visiting cards or by using any other Trademark which is in any way visually or deceptively or phonetically similar to the plaintiff's Trademark "AACHI" / AACHI IDLY DOSAI MAAVU" in respect of flour preparations, batter or any other goods or use the mark in invoices, letters heads and visiting cards or any other trade literature or by using any other Trademark which is in any way visually, or phonetically similar to the plaintiff's Trademark "AACHI" / AACHI IDLY DOSAI MAAVU" or in any manner pass off the plaintiff's goods.

(c) directing the defendant to surrender to the plaintiffs all the packing material, cartons, advertisement materials and hoardings, letter-heads, visiting cards, office stationery and all other materials containing / bearing the Trademark "ACHI VEETU IDLI DOSAI MAAVU" or other identical Trademark used in the pouches and packets bearing the word "AACHI".

(d) directing the defendant to render an account of profits made by them by the use of the impugned Trademark "ACHI VEETU IDLI DOSAI MAAVU" on the goods referred and decree the suit for the profits found to have been made by the defendant, after the defendant has rendered accounts.

(e) To pay the costs of the suit.

For Plaintiffs : M/s.Gladys Daniel

For Defendant : M/s.S.Ezil Raj

JUDGMENT

A Memo of Compromise dated 10.03.2021, signed by the Proprietor of the 1st plaintiff and by the Director of the 2nd plaintiff and by the Proprietor of the defendant and also by the learned counsel for the plaintiffs and the defendant had been filed in Court on 17.03.2021.

2. In accordance with the Memo of Compromise, the defendant had submitted to a Decree with respect to reliefs (a) and (b) in plaint

paragraph No.33. The defendant have also agreed not to oppose the Trademark applications filed by the plaintiff for registration of the Trademark AACHI. The defendant had also agreed to withdraw any application for registration of the Trademark AACHI and AACHI formative marks. In Annexure A, which is annexed to the Memo of Compromise, the defendant has given a proforma of their proposed label and the plaintiff had stated that they have no objection for usage of the same.

3. In view of the Memo of Compromise, the suit is partly decreed with respect reliefs (a) and (b) and dismissed with respect to other reliefs. No order as to costs. The Memo of Compromise and the Annexure A shall form part of the Decree.

19.03.2021

Index : Yes / No

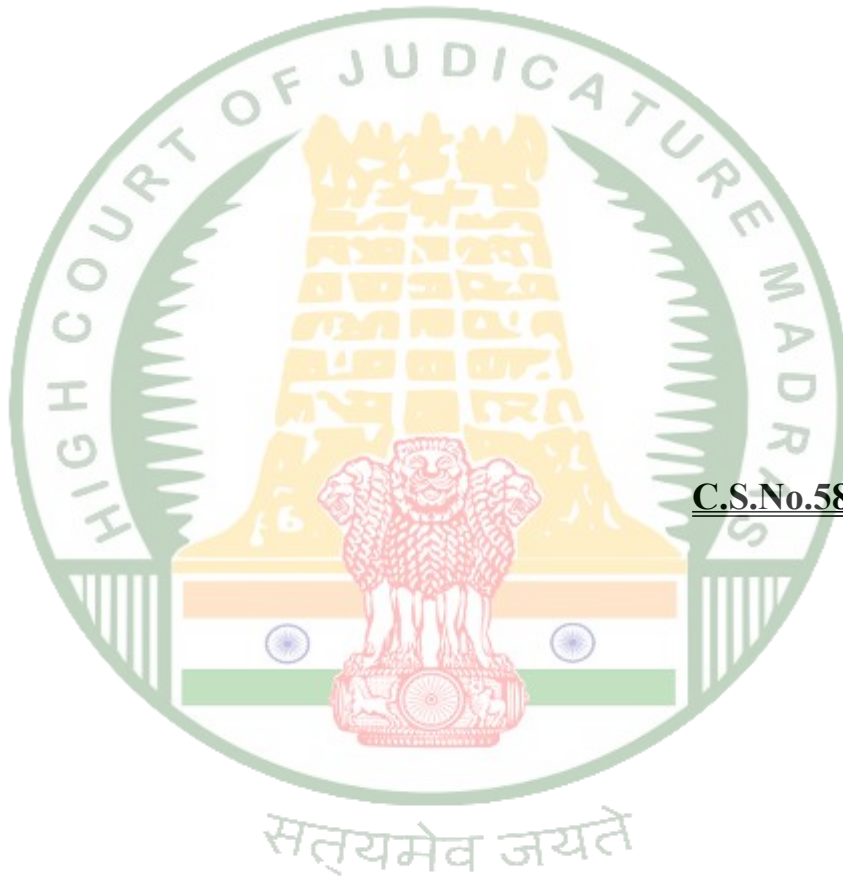
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