



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

WEDNESDAY, THE 16TH DAY OF JUNE 2021

THE HON'BLE MR. JUSTICE R. SUBRAMANIAN

C.S. No.646 of 2014

B.Vivekananthan,
Sole Proprietor,
Trading as Moonrakers Restaurant
No.34, Othavadai Street, Mamallapuram,
Tamil Nadu – 603 104.

...Plaintiff

Vs.

1.B.Anandan
Trading as Anand's MOONRAKERS RESTAURANT
31/6, Anderson Road,
Nungambakkam,
Chennai – 600 006.

... Defendant No.1

2.B.Anandan
Trading as Anand's Moonrakers
No.46, Othavadai Street, Mamallapuram,
Tamil Nadu-603 104.

... Defendant No. 2

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

a) To grant a permanent injunction restraining the defendants, their directors, employees, officers, servants, agents and all others acting for and on their behalf from rendering service for providing food and drink;

temporary accommodation; restaurant; bar and catering services; provision



for holiday accommodation; booking and reservation services for restaurants and holiday accommodation and in any other manner, directly or indirectly, under the mark Anand's MOONRAKERS and/ or any other mark deceptively similar thereto amounting to infringement of the plaintiff's registered trademarks MOONRAKERS under registration numbers 2239422 in Class 43;

b) To grant a permanent injunction restraining the defendants, their directors, employees, officers, servants, agents and all others acting for and on their behalf from rendering service for providing food and drink; temporary accommodation; restaurant; bar and catering services; provision for holiday accommodation; booking and reservation services for restaurants and holiday accommodation and in any other manner, directly or indirectly, under the mark Anand's MOONRAKERS and/ or any other mark deceptively similar thereto amounting to passing off the defendant's goods or business or services as those of the plaintiff.

c) To grant order of delivery up of any brochures/ printed material and/or any material which contributes ultimately to the infringement of the plaintiff's trademarks;

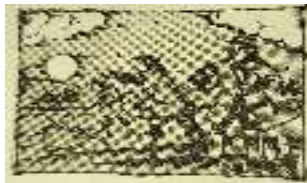
d) To direct the defendant for rendition of accounts

e) Costs and such other relief.



presence of Mr.K.Premchandar, Advocate for the plaintiff herein and Mrs.C.P.Niveda for Mr.A.Jenasenan, Advocate for the defendants herein, upon reading the plaint filed herein and the joint memo of compromise signed by the plaintiff and the defendants with their respective advocates and the said advocates for the parties hereto Praying this Hon'ble Court to pass a decree in terms of joint memo of Compromise morefully set out in the schedule hereunder, it is in terms thereof ordered and decreed as follows:-

That the defendants herein, shall not to use the mark



'MOONRAKERS',

or any other mark similar to the

Plaintiff's marks.

2. That the Plaintiff herein, is the only proprietor of the trade marks



MOONRAKERS

and as well as the copyright

vesting in the artistic work and that the Plaintiff alone is entitled to statutory and common law right on account of prior, long, continuous and extensive use of the said trade marks to the exclusion of others.

3. That the Defendants herein, shall immediately stop using the



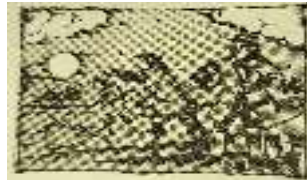
trademarks MOONRAKERS, and

and remove all the



references to the said marks, including the logo in their business and destroy all the stationary, packaging materials, menu cards, tissue papers, bill books and all other materials used by the Defendants in the course of trade and otherwise, both in and outside their premises and the Defendants herein shall remove 'MOONRAKERS', including 'Unit of Moonrakers', from the name board and also undertake not to use the mark MOONRAKERS, UNIT

OF MOONRAKERS, and



or any other mark similar

thereto, as a trade mark, trade name, business name, domain name / or in any other manner, in relation to any products, services and business, at present or at any point in time in the future in India or anywhere in the world, in any language.

4. That the Defendant herein, shall remove the name Moonrakers from all licenses and registrations, including, but not limited to GST registration, telephone connection and before all other statutory authority, comprising the name MOONRAKERS, the logo or any mark similar to the Plaintiff's marks.

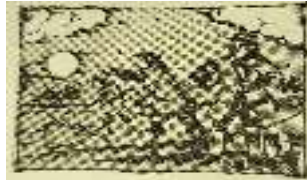
5. That the Defendant herein, shall not enter into any agreements or identify themselves as 'MOONRAKERS', 'UNIT OF MOONRAKERS' or by any other deceptively similar to the Plaintiff's marks.

6. That the Defendants herein, shall remove all promotional materials



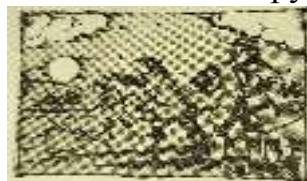
and advertisements and stop rendering services using the Plaintiff's marks or any other similar mark directly or through third-party service providers, including, but not limited to, online service aggregators such as Zomato and Swiggy. The Defendants agree and undertake to immediately change their names on all such platforms.

7. That the Defendants shall have no right in the Plaintiff's marks and undertake not to apply for securing any form of right in the trade marks



MOONRAKERS and or any mark similar to the Plaintiff's marks and the Defendants shall not accrue any right over the Plaintiff's marks or any mark similar to the plaintiff's trademarks as a result of use so far or in the future and by corollary, the Defendants have not applied for registration of the Plaintiff's marks or any mark similar to the Plaintiff's marks and undertakes to withdraw all the trademark applications filed before 27th April 2021 and the defendants shall not to file any such applications with the trademark registry / copyright office.

8. That Defendants herein shall not challenge, oppose, and / or seek cancellation of the trademark and / or copyright of the plaintiff's marks



MOONRAKERS and or any mark similar to the Plaintiff's marks either directly or indirectly at any point in time in the



future and agree to withdraw all oppositions, rectifications or any other proceedings initiated by the defendant.

9. That the Defendants 1 and 2 have been using the Trademark “MOONROCKS” and have been carrying on the business in their restaurant at the addresses as aforementioned in the name and style as “MOONROCKS” and the Plaintiff herein has no objection towards the Defendants carrying on their Restaurant business in the name and style as “MOONROCKS” in the aforementioned addresses or any other place”.

10. That the B. Anandan, the defendant herein, their directors, employees, officers, servants, agents and all others acting for and on their behalf be and are hereby restrained by an order of permanent injunction (a) from rendering service for providing food and drink; temporary accommodation; restaurant; bar and catering services; provision for holiday accommodation; booking and reservation services for restaurants and holiday accommodation and in any other manner, directly or indirectly, under the mark Anand's MOONRAKERS and logo and / or any other mark, including device deceptively similar thereto amounting to infringement of the plaintiff's registered trademarks 'MOONRAKERS' and MOONRAKERS LOGO under registration numbers 2239422 and 2883343 in Class 43 and (b) from rendering service for providing food and drink; temporary



accommodation; booking and reservation services for restaurants and holiday accommodation and in any other manner, directly or indirectly, under the mark Anand's MOONRAKERS and/ or any other mark, including device mark, deceptively similar thereto amounting to passing off of the services rendered by the Defendants as that of the Plaintiff.

11. That the defendants herein, shall be found to be in breach or violation of the present Memorandum of Compromise at any future date, they agree to be severally liable to pay liquidated damages apart from such other amount as may be calculated as liquidated damages to the Plaintiff herein.

12. That the prayers 51 (c), (d) and (e) in the plaint be and are hereby given up.

13. That there shall be no costs of this suit.

(Schedule – JMC)



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12/07/2021

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C.S. No.646 of 2014

ORDER

DATED : 16.06.2021

THE HON'BLE MR.JUSTICE
R. SUBRAMANIAN

FOR APPROVAL: 16/07/2021

APPROVED ON: 20/07/2021



IN THE HIGH COURT OF JUDICATURE AT MADRAS

WEB COPY

DATED : 16.06.2021

CORAM

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.S.No.646 of 2014

B.Vivekananthan

...Plaintiff

.Vs.

1.B.Anandan

Trading as Anand's MOONRAKERS RESTAURANT
31/6, Anderson Road,
Nungambakkam,
Chennai – 600 006.

2.B.Anandan

Trading as Anand's Moonrakers
No.46, Othavadai Street, Mamallapuram,
Tamil Nadu-603 104.

... Defendants

Plaint filed under Order VII Rule 1 of the Code of Civil Procedure read with Order IV Rule 1 of the Original Side Rules of the Madras High Court, Section 29, 134, 135 of the Trade Marks Act, 1999 praying for:

a) A permanent injunction restraining the defendants, their directors, employees, officers, servants, agents and all others acting for and on their behalf from rendering service for providing food and drink; temporary accommodation; restaurant; bar and catering services; provision for holiday accommodation; booking and reservation services for restaurants and holiday accommodation and in any other manner, directly or indirectly,



under the mark Anand's MOONRAKERS and/ or any other mark deceptively similar thereto amounting to infringement of the plaintiff's registered trademarks MOONRAKERS under registration numbers 2239422 in Class 43;

b) a permanent injunction restraining the defendants, their directors, employees, officers, servants, agents and all others acting for and on their behalf from rendering service for providing food and drink; temporary accommodation; restaurant; bar and catering services; provision for holiday accommodation; booking and reservation services for restaurants and holiday accommodation and in any other manner, directly or indirectly, under the mark Anand's MOONRAKERS and/ or any other mark deceptively similar thereto amounting to passing off the defendant's goods or business or services as those of the plaintiff.

c) to grant order of delivery up of any brochures/ printed material and/or any material which contributes ultimately to the infringement of the plaintiff's trademarks;

d) to direct the defendant for rendition of accounts and

e) for costs of this suit.

For Plaintiff : Mr.K.Premchandrar
For Defendants : Mrs.C.P.Niveda
for Mr.A.Jenasenan

J U D G M E N T

The plaintiff has come up with the above suit seeking

a) A permanent injunction restraining the defendants, their directors, employees, officers, servants, agents and all others acting for and on their behalf from rendering service for providing food and drink; temporary accommodation; restaurant; bar and catering services; provision for holiday accommodation; booking and reservation services for restaurants and



holiday accommodation and in any other manner, directly or indirectly, under the mark Anand's MOONRAKERS and/ or any other mark deceptively similar thereto amounting to infringement of the plaintiff's registered trademarks MOONRAKERS under registration numbers 2239422 in Class 43;

b) a permanent injunction restraining the defendants, their directors, employees, officers, servants, agents and all others acting for and on their behalf from rendering service for providing food and drink; temporary accommodation; restaurant; bar and catering services; provision for holiday accommodation; booking and reservation services for restaurants and holiday accommodation and in any other manner, directly or indirectly, under the mark Anand's MOONRAKERS and/ or any other mark deceptively similar thereto amounting to passing off the defendant's goods or business or services as those of the plaintiff.

c) to grant order of delivery up of any brochures/ printed material and/or any material which contributes ultimately to the infringement of the plaintiff's trademarks;

d) to direct the defendant for rendition of accounts and

e) for costs of this suit.

2. A joint compromise memo signed by the parties and their

respective counsel has been filed on 30.04.2021.



3. Considering the current situation, the personal appearance of the parties is dispensed with. The compromise memo is recorded and there will be a decree in terms of the compromise. The compromise memo shall form part of the decree. No costs.

Sd./-R.S.M.J.

16/06/2021

//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.

List of the witnesses examined on the side of the plaintiff: : Nil

List of Exhibits marked on the side of the plaintiff : Nil

List of the witnesses examined on the side of the defendants: Nil

List of Exhibits marked on the side of the defendants: Nil

Sd./-R.S.M.J.

16/06/2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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