



C.S.(Comm. Div.)No.42 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 14.11.2022

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.(Comm. Div.)No.42 of 2022

and

O.A.Nos.129 & 130 of 2022 & A.No.891 of 2022

in

C.S.(Comm. Div.)No.42 of 2022

M/s.Anjappar Chettinad A.C.Restaurant (Partnership Firm)
Rep. by one of its partner Mr.A.Kandasamy
No.7/2, J.P.Towers
Thirumurthy Nagar Main Road
Nungambakkam, (Nungambakkam High Road)
Chennai-600 034.

.. Plaintiff

Vs.

M/s.Sree Anjapper Hotels
36, Karikalan East 1st Cross Street,
Paramesh Nagar, Adambakkam,
Chennai, Tamil Nadu - 600 088.

.. Defendant

This Civil Suit is preferred, under Order IV, Rule 1 of the Original Side Rules read with Order VII Rule 1 of CPC read with Sections 27, 29, 134 and 135 of the Trademarks Act, 1999 and Sections 2(1)(c)(xvii) and 7 of the Commercial Courts Act, 2015, praying

(a) For a permanent injunction restraining the defendant, their men, agents, servants or anyone claiming through them from in any



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manner infringing the plaintiffs registered trademark 'Anjappar Chettinad A.C. Restaurant' by using the trademark 'SREE ANJAPPER HOTELS', which is identical and deceptively similar to the plaintiffs registered trademark 'Anjappar Chettinad A.C. Restaurant';

(b) For a permanent injunction restraining the defendant, their men, agents, servants, or any one claiming through them from in any manner passing off their food products as that of the plaintiffs by using the identical trademark 'SREE ANJAPPER HOTELS', which is identical and deceptively similar to the plaintiffs registered trademark 'Anjappar Chettinad A.C. Restaurant';

(c) Directing the defendant to surrender to the plaintiffs the entire stock of unused offending goods with Trade Mark 'SREE ANJAPPER HOTELS' together with cartons, strips, brochures, printing blocks, etc., bearing the offending Trademark for destruction;

(d) Directing the defendant to render a true and faithful accounts of the profits earned by them through the sale of their food products bearing the infringing trademark 'SREE ANJAPPER HOTELS' which is similar and / or deceptively similar to the plaintiffs' Trademark 'Anjappar Chettinad A.C. Restaurant' and directing the payment of such profits to the plaintiffs;

(e) Directing the defendant to pay the costs of the suit to the plaintiffs;

For Plaintiff	:	Mr.Avinesh .V,
For Defendant	:	Ms.V.Jayalakshmi



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J U D G M E N T

Captioned matter is listed under the cause list caption 'FOR REPORTING SETTLEMENT'.

2. Mr.Avinesh .V, learned counsel on record for sole plaintiff and Ms.V.Jayalakshmi, learned counsel on record for sole defendant are before this Commercial Division.

3. Both the aforementioned learned counsel submit that the parties have settled the *lis* in the captioned main suit and have reduced to writing the terms of the same vide a 'memorandum of compromise between the plaintiff and defendant dated 05.11.2022' [hereinafter 'said MOC' for the sake of convenience and clarity]. Both the learned counsel have placed before this Commercial Division said MOC and a scanned and reproduction of the same together with docket is as follows:



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IN THE HIGH COURT OF JUDICATURE AT MADRAS
 (Ordinary Original Civil Jurisdiction - Commercial Division)
 C.B. (Commercial) Division No. 42 of 2023
 M/s. ANJAPPAR CHETTIAM A.C. RESTAURANT (Partieship firm)
 Rep. by one of its Partners Mr. A. Anandhan
 No 7/2, J.P. Towers,
 Thirumangudi Nagar Main Road,
 Supercity Mallam, (Pongalur) (am High Road)
 Chennai 600 024
 Plaintiff
 Vs
 M/s. GREE ANJAPPAR HOTELS
 36, Karambala East 1st Cross St,
 Panvelkudi Nagar,
 Adambakkam,
 Chennai, Tamil Nadu 600 044
 Defendant
MEMORANDUM OF COMPROMISE BETWEEN THE PLAINTIFF AND
 DEFENDANT
 1. That the plaintiff has filed the instant suit against the Defendant for
 a) for a Permanent Injunction restraining the Defendant, their firm,
 agents, servants or anyone claiming through them from in any manner
 infringing the Plaintiff's registered trademark Anjappar Chettiarn A.C.
 Restaurant by using the trademark GREE ANJAPPAR HOTELS, which
 is identical and deceptively similar to the Plaintiff's registered
 trademark Anjappar Chettiarn A.C. Restaurant,
 b) for a Permanent injunction restraining the Defendant, their firm,
 agents, servants, or any one claiming through them from in any
 manner passing off their food products as that of the Plaintiff by
 using the identical trademark GREE ANJAPPAR HOTELS, which is
 identical and deceptively similar to the Plaintiff's registered trademark
 Anjappar Chettiarn A.C. Restaurant,



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ii) Directing the defendant to surrender to the plaintiff, the entire stock of unsold offending goods with Trade Mark 'SERIK ANJAPPER HOTELS' together with cartons, strips, brochures, printing blocks, etc, bearing the offending Trademark for destruction;

iii) Directing the Defendant to render a true and faithful account of the Profits earned by them through the sale of their food products bearing the infringing trademark 'SERIK ANJAPPER HOTELS' which is similar and/or deceptively similar to the Plaintiff's Trademark 'Anjappur Chettinad A.C Restaurant' and directing the payment of such profits to the Plaintiff;

iv) Directing the Defendant to pay the costs of the suit to the Plaintiff; and

2. The parties to the above noted suit have deliberated and agreed to settle their respective claims as under:

a) The Defendant acknowledges that the Plaintiff is the absolute owner of the registered trademark 'ANJAPPAR CHETTINAD A.C RESTAURANT'.

b) The Defendant undertakes that they shall not use the Plaintiff's registered Trademark 'ANJAPPAR CHETTINAD A.C RESTAURANT' either wholly or partly, or in conjunction with any other word/words or monogram/logo as a trademark, trade name, trading style, domain name or in any manner whatsoever.

c) The Defendant undertakes that they shall not hawk shop using the mark 'SERIK ANJAPPER HOTELS'.

d) The Defendant proposes to change the trademark as 'NANAMMA KITCHEN' for which the Plaintiff has no objection.

e) In consideration of the Defendant's undertaking the Plaintiff is giving up on their claim for damages and costs.

f) The parties agree that this Memorandum of Compromise shall be binding on their successors and assigns.

3. The Plaintiff and Defendant therefore pray that this Hon'ble Court may be pleased to:

A) Take this Memorandum of Compromise on record; and

B) Pass a compromise Decree in view of the Settlement as detailed in Paragraph 2 of this Memorandum of Compromise.

For ANJAPPAR CHETTINAD A.C RESTAURANT

[Signature]

Partner

[Signature] SIVAKUMAR SIVAKUMAR

Partner



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4. Adverting to said MOC, both learned counsel submit that the plaintiff and defendant signed said MOC in the presence of each other and request for dispensing with presence of parties for recording of said MOC. Both the learned counsel request for a compromise decree in terms of said MOC in the captioned main suit.

5. In the light of the nature of the matter and in the light of the submission that both parties have signed said MOC in the presence of each other, request for dispensing with the presence of parties for recording of said MOC is acceded to.

6. Captioned main suit is disposed of in terms of said MOC which shall form part of judgment and decree. Consequently, captioned three applications are disposed of as closed. There shall be no order as to costs.

14.11.2022

Index : Yes/No
Speaking/Non-speaking order

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