



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY, THE 21ST DAY OF APRIL 2022

THE HON'BLE MR. JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm.Suits) No. 192 of 2015

M/s. Puravankara Projects Limited,
No.36/2, Gandhi Mandapam Road,
Kotturpuram,
Chennai – 600 085.

... Plaintiff

-Vs-

M/s. Purvamithra Developers Pvt. Ltd.,
Survey No.41/3, Doddakanneli,
Radha Reddy Layout Road,
Sarjapur Road,
Bengaluru – 560 035.

... 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 Defendants, their servants, representatives, agents, and distributors from in any manner infringing the Plaintiff's registered trademark under No.1182590 in Class 19 and 1266091 in Class 37 for the trademark PURVA by using the name PURVAMITHRA, APURVA or any other deceptively similar name thereto as a trademark, trade name or domain name in websites, blogs or in any other manner whatsoever.



(b) Permanent injunction restraining the defendants, their servants, representatives, agents, and distributors from in any manner passing off or enabling others to pass off the defendant's trademark, trade name, domain name PURVAMITHRA or APURVA as and for the plaintiff's PURVA or in any other manner so as to cause confusion and also deception or in any other manner whatsoever.

(c) the Defendant be ordered to surrender to Plaintiffs for destruction of materials, dyes, blocks, moulds, screen prints, advertising materials and other materials bearing the trademark PURVAMITHRA or APURVA or any mark deceptively similar to plaintiff's registered trademark PURVA.

(d) Mandatory injunction directing the defendant for transferring the domain or website www.purvamithra.co.in to the plaintiff or its authorized representative.

(e) Pay damages to the tune of Rs.25,00,000/- to the plaintiff on account of the misuse of the name PURVA as its corporate name, trade name and trademark.

(f) Costs of the suit.



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This Civil Suit coming on this day before this court for hearing in the presence of Mr. R. Sathish Kumar, Advocate for the plaintiff herein and Mr.R.Umashankar, For M/s. Sri & Shankar Associates, Advocates for the defendant herein and upon reading the plaint filed herein and the Memorandum of Compromise signed by the plaintiff and the memo dated 21.04.2022 signed by the counsel on behalf of the defendant filed herein, both these documents incorporate identical terms, which are set out above, on examining the above terms, there is no legal impediment to the issuance of a decree in terms of memorandum of compromise filed by the plaintiff and the memo submitted by the defendant,

it is interms thereof ordered and decreed as follows :-

That the defendant has changed the project PURVA ELITE to APOORVA ELITE.

2) That the defendant herein, agrees and undertakes that the word PURVA shall not be used independently either as a prefix or suffix to any project, advertisements, promotions or communications by them in any manner whatsoever.

3) That the defendant's trading style / company name PURVAMITHRA DEVELOPERS PRIVATE LIMITED shall continue and the defendant shall always use the name PURVAMITHRA as a single word.



4) That the plaintiff herein, shall not proceed against the defendant for the use of PURVAMITHRA as a company name as a single word and shall withdraw or abandon any complaint / petition pending before the authority.

5) That the defendant herein, is liable to pay punitive damages to the plaintiff in case of breach of any of the above terms between the parties at any point of time in the future.

6) That the plaintiff herein shall waive the claim for damages in terms of Prayer 29(e) of the plaint.

7) That there will be no order as to costs of this suit.

WITNESS THE HON'BLE MR. JUSTICE MUNISHWAR NATH BHANDARI, CHIEF JUSTICE, HIGH COURT AT MADRAS AFORESAID, THIS THE 21ST DAY OF APRIL 2022.

Sd/-

ASSISTANT REGISTRAR (Comm.Cases)

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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ED
WEB CORN 28.04.2022

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C.S.(Comm.Suits) No. 192 of 2015

DECREE

DATED : 21.04.2022

THE HON'BLE MR. JUSTICE
SENTHILKUMAR RAMAMOORTHY

FOR APPROVAL: 13.05.2022

APPROVED ON : 31.05.2022



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **21.04.2022**

CORAM

THE HONOURABLE **MR.JUSTICE SENTHILKUMAR
RAMAMOORTHY**

C.S.(Comm.Suits) No.192 of 2015

M/s.Puravankara Projects Limited,
No.36/2, Gandhi Mandapam Road,
Kotturpuram,
Chennai - 600 085.

... Plaintiff

VS.

M/s.Purvamithra Developers Pvt Ltd.,
Survey No.41/3, Doddakanneli,
Radha Reddy Layout Road,
Sarjapur Road, Bengaluru - 560 035.

... Defendant

PRAYER: Complaint filed under Order VII Rule 1 Read With Order IV Rule 1

O.S.Rules Read With Section 134 of the Trademarks Act, 1999, prayed for

Judgment and Decree:-

(a) Permanent injunction restraining the Defendants, their servants,
representatives, agents, and distributors from in any manner infringing the

Plaintiff's registered trademark under No.1182590 in Class 19 and 1266091



in Class 37 for the trademark PURVA by using the name PURVAMITHRA, APURVA or any other deceptively similar name thereto as a trademark, trade name or domain name in websites, blogs or in any other manner whatsoever;

(b) Permanent injunction restraining the defendants, their servants, representatives, agents, and distributors from in any manner passing off or enabling others to pass off the defendant's trademark, trade name, domain name PURVAMITHRA or APURVA as and for the plaintiff's PURVA or in any other manner so as to cause confusion and also deception or in any other manner whatsoever;

(c) the Defendant be ordered to surrender to Plaintiffs for destruction of materials, dyes, blocks, moulds, screen prints, advertising materials and other materials bearing the trademark PURVAMITHRA or APURVA or any mark deceptively similar to plaintiff's registered trademark PURVA;

(d) Mandatory injunction directing the defendant for transferring the domain or website www.purvamithra.co.in to the plaintiff or its authorized representative;

(e) Pay damages to the tune of Rs.25,00,000/- to the plaintiff on account of the misuse of the name PURVA as its corporate name, trade name and trademark;

(f) Costs of the suit.



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For Plaintiff : Mr.R.Sathish Kumar

For Defendant : Mr.R.Umashankar for
M/s.Sri & Shankar Associates

J U D G M E N T

The suit was filed for alleged infringement of trademark, passing off, surrender of infringing material, transfer of infringing websites and damages.

2. Subsequent thereto, the parties arrived at a settlement. In terms thereof, the parties have agreed to the following terms and conditions:

"2. Pending the suit, the parties has discussed and have arrived at an amicable settlement of the dispute and the plaintiff also agreed to settle the dispute on the following terms and conditions reduced hereunder:-

a) That the defendant has changed the project PURVA ELITE to APOORVA ELITE;

b) That the defendant agrees and undertakes

that the word PURVA shall not be used independently either as a prefix or suffix to any



project, advertisements, promotions or communications by them in any manner whatsoever;

c) That the defendant's trading style / company name PURVAMITHRA DEVELOPERS PRIVATE LIMITED may continue and the defendant shall always use the name PURVAMITHRA as a single word;

d) That the plaintiff shall not proceed against the defendant for the use of PURVAMITHRA as a company name as a single word and would withdraw or abandon any complaint / petition pending before the authority;

e) That the defendant is liable to pay punitive damages to the plaintiff in case of breach of any of the above terms between the parties at any point of time in the future.

3. The plaintiff and the defendant agree that in view of the above undertakings to this Hon'ble Court the suit may be decreed in terms of this Memo of Compromise and the plaintiff



shall waive the claim for damages in terms of Prayer 29(e) of the plaint."

3. The plaintiff has produced a Memorandum of Compromise incorporating the above terms, which is signed by the plaintiff. On instructions, the defendant has submitted a Memo dated 21.04.2022, which is signed by learned counsel on behalf of the defendant. Both these documents incorporate identical terms, which are set out above. On examining the above terms, there is no legal impediment to the issuance of a decree in terms thereof.

4. Accordingly, C.S.(Comm.Suits) No.192 of 2015 is decreed on the following terms:

"2. Pending the suit, the parties has discussed and have arrived at an amicable settlement of the dispute and the plaintiff also agreed to settle the dispute on the following terms and conditions reduced hereunder:-

a) That the defendant has changed the project PURVA ELITE to APOORVA ELITE;

b) That the defendant agrees and undertakes

that the word PURVA shall not be used



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independently either as a prefix or suffix to any project, advertisements, promotions or communications by them in any manner whatsoever;

c) That the defendant's trading style / company name PURVAMITHRA DEVELOPERS PRIVATE LIMITED may continue and the defendant shall always use the name PURVAMITHRA as a single word;

d) That the plaintiff shall not proceed against the defendant for the use of PURVAMITHRA as a company name as a single word and would withdraw or abandon any complaint / petition pending before the authority;

e) That the defendant is liable to pay punitive damages to the plaintiff in case of breach of any of the above terms between the parties at any point of time in the future.

3. The plaintiff and the defendant agree that in view of the above undertakings to this Hon'ble



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Memo of Compromise and the plaintiff shall waive the claim for damages in terms of Prayer 29(e) of the plaint.”

The above terms shall form an integral part of the decree. In the facts and circumstances, there will be no order as to costs.

Sd./- S.K.R.J.,
21/04/2022

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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