



C.S.806 of 2015

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated :10.01.2022

Coram:

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

C.S.No.806 of 2015
(Comm. Suit)

M/s.Mohamed Aboobacker Chank Lungi Ltd.,
No.190, Thambu Chetty Street,
Chennai 600 001.
represented by its Managing Director
Mr.K.M.Umar Farook.

.. Plaintiff

/versus/

1. M/s.Savanth Ventures,
1372, South End Road, 9th Block,
Jayanagar, Jayanagar East End Bus Stop,
Bangalore- 560 069.

2. Jasper Infotech Private Limited,
carrying on its online retail business through www.snapdeal.com,
Building No.246, 1st Floor,
Okhla Industrial Estate, Phase III,
New Delhi-110020.

..Defendants

Prayer:

Civil Suit has been filed under Order IV, Rule 1 of the High Court
Original Side Rules read with Order VII, Rule 1 of C.P.C. read with
Sections 27, 28, 29, 134 & 135 of the TradeMarks Act, 1999 and



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Sections 51, 55, 62 of the Copyright Act, 1957, praying to pass a judgment and decree for:-

(a) For permanent injunction, restraining the defendants by themselves, their agents, servants, assigns, representatives or any one claiming through them from in any manner infringing the plaintiff's registered trademarks SANGU and the device of conch as described in the Schedule A hereunder by using the identical mark SANGU and/or the offending deceptively similar label with the device of conch, or any other mark, label or device which is identical or deceptively similar to or a colourable imitation of the plaintiff's trademarks SANGU and the device of conch;

(b) For permanent injunction restraining the defendants by themselves, their agents, servants assigns, representatives or any one claiming through them from in any manner infringing the copyright in the artistic features associated with the plaintiff's artistic work Device of Conch as contained in the Schedule B hereunder by using the offending label with the device of Conch or any other mark, label or device, which is a colourable imitation of the plaintiff's copyright in artistic work Device of Conch either by manufacturing or selling or offering for sale or in any way advertising the same or in any other manner whatsoever;

(c) For permanent injunction restraining the defendants by themselves, their agents, servants, assigns, representatives or any one claiming through them from in any manner passing off or enabling others to pass off the defendants' products as and for that of the plaintiff's



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products by using the identical trademark SANGU or through the offending label with the device of Conch or any other trademark which is identical or deceptively similar to the plaintiff's trademark SANGU, the device of Conch and/or the SANGU label, either by manufacturing or selling or offering for sale or in any way advertising the same or in any other manner whatsoever;

(d) Ordering the defendants to pay to the plaintiff a sum of Rs.50,00,000/- as liquidated damages for committing acts of infringement against plaintiff's registered trademark and copyright and also for acts of their passing off;

(e) Directing the defendants to surrender to the plaintiff entire goods with the labels, packaging materials, stock of unused labels together with the blocks and dyes, name boards, sign-boards, stationery materials etc., containing the impugned mark SANGU and label with the device of conch, for destruction;

(f) Directing the defendants to render true and faithful accounts of the profits earned by them using the offending trademark SANGU and label with the device of Conch and pay such profits to the plaintiff as damages;

(g) directing the defendants to pay to the plaintiff the costs of the suit.

For Plaintiff : Mr.Prasanna Venkat
For Defendants : Mr.J.Venkatesh Kumar
for D2



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J U D G M E N T

(The case has been heard through Video Conferencing)

This suit was filed by the plaintiff with a grievance that there is an infringement of their registered trademark and accordingly, the plaintiff had sought for various reliefs against the defendants.

2. It is seen from the records that the first defendant was initially represented by a counsel. Thereafter, when the matter was posted for hearing, none appeared for the first defendant and the written statement was also not filed. This Court after affording sufficient opportunity, by an order dated 13.08.2019 called the first defendant and set them ex-parte. On the day when the first defendant was set ex-parte, the name of the first defendant was also printed in the cause list.

3. During the pendency of the suit, the plaintiff and the second defendant have entered into a compromise and the memorandum of settlement has been filed before this Court which is signed by the plaintiff, second defendant and their respective counsel. The relevant portions of the memorandum of settlement are extracted hereunder:



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'1. The Defendant No.2 acknowledge and accept that the plaintiff is the absolute owner of the trademark "SANGU", "CHANK" and the device of Conch and the said trademarks enjoy good reputation in India.

2. The Defendant No.2 submits to the decree in terms of prayer (a), (b) and (c) in Para 31 of the plaint.

3. The plaintiff is not pressing the relief for damages as claimed in prayer (d), (e) and (f) in para 31 of the plaint accepting the plea that the defendant No.2 is innocent and stopped marketing the products with the offending trademarks immediately on coming to know of the plaintiff's rights over the suit schedule trademarks.

4. The Defendant No.2 shall not make available on its website viz., www.snapdeal.com, goods bearing the suit schedule trademarks. However, in case the plaintiff comes across any listing bearing the suit trademarks on the website of Defendant No.2, the plaintiff shall report the said URLs to the Defendant No.2 and the Defendant No.2 shall thereafter take down the said listing from its platform within 48 hours of such reporting.'

4. This Court after hearing the learned counsel appearing on either side is convinced that the suit can be decreed in terms of memorandum of settlement. Accordingly, the suit is decreed in terms of memorandum of



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settlement entered into between the plaintiff and the second defendant.

Insofar as the first defendant is concerned, they have not contested the suit and ex-parte evidence has been let in by the plaintiff. This Court on going through the pleadings and the evidence let in, is convinced that the plaintiff will be entitled for a decree as against the first defendant with regard to the reliefs sought for at paragraph No.30(a), (b), (c) and (e) of the plaint. Insofar as the second defendant is concerned, the memorandum of settlement entered into between the plaintiff and the second defendant shall form part of the decree. Considering the facts and circumstances of the case, there shall be no order as to costs.

10.01.2022

Index:yes/no

Speaking/Non-speaking

mk

To
The Sub Assistant Registrar
Original Side
High Court,
Madras.

N.ANAND VENKATESH. J.,



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