



C.S (Comm Div) No.84 of 2022
& O.A.Nos.250 and 251 of 2022
& A.No.1895 of 2022
in C.S (Comm Div) No.84 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 18.10.2022

Coram

THE HONOURABLE MR. JUSTICE M.SUNDAR

C.S (Comm Div) No.84 of 2022

&

O.A.Nos.250 and 251 of 2022

&

A.No.1895 of 2022

in

C.S (Comm Div) No.84 of 2022

Jorawar Singh
Sole Proprietor of M/s.Ratan Marketing
No.99, Govindappa Naicken Street
Chennai – 600 001

... Plaintiff

Vs.

1. Sambhu Singh
2. Kheem Singh
Sole Proprietor
Trading as Deepak Trading Co.
38/39, Krishnappa Tank Street
Kondithope, Chennai
3. Shri.Krishna Enterprises
Plot No.2375, Ground Floor
Block No.B, DSIIDC
Industrial Area, Narels



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Delhi – 110 040 ... Defendants
Civil Suit filed under Order VII Rule 1 CPC and Order IV Rule 1 of Original
Side Rules read with Sections 27, 28, 29, 134 and 135 of the Trademarks Act,
1999 to grant a judgment and decree on the following terms:

a. a permanent injunction restraining the Defendants, by itself, its lawful assignees, men, servants, agents, distributors, stockiest, representatives or any one claiming through or under them from in any manner infringing the plaintiff's registered trademarks 'AGL GOLD' under Nos.3300882 and 5021645 in Class 09 by manufacturing, marketing, using or in any other manner dealing with electrical products under the trademark KGL GOLD or in any other manner whatsoever;

b. a permanent injunction restraining the Defendants, by itself, its lawful assignees, men, servants, agents, distributors, stockiest, representatives or any one claiming through or under them from in any manner passing off and/or enabling others to pass off the Defendant' products under the trademark 'KGL GOLD' as and for the plaintiff's products by manufacturing, selling or offering to sell, distributing, displaying, printing, stocking, using advertising their products with a trademark and /or label that is identical with that of the plaintiff's AGL GOLD trademark or in any other manner whatsoever;



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c. The Defendants be ordered to surrender to the Plaintiff for destruction of all products, labels, cartons, dyes, blocks, moulds, screen prints, packing materials and other materials bearing the trademark ' KGL GOLD' or any mark deceptively similar to plaintiff's trademark AGL GOLD;

d. a preliminary decree be passed in favour of the plaintiff directing the Defendants to render account of profits made by use of trademark 'KGL GOLD' and a final decree be passed in favour of the plaintiff for the amount of profits thus found to have been made by the Defendants after the latter have rendered accounts;

e. for costs of the suit; and

f. pass such other or other reliefs as this Hon'ble Court may deem fit and necessary in the circumstances of the case and thereby render justice.

For Plaintiff : Mr.R.Sathish Kumar

For Defendants : Mr.A.Prakash
for Mr.A.Swaminathan for D1 and D2
D3 Given up



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JUDGMENT

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

2. Mr.R.Sathish Kumar, learned counsel on record for sole plaintiff and Mr.A.Prakash, learned counsel on record for defendants 1 and 2 are before this Commercial Division.

3. The case file brings to light that third defendant has been given up by the plaintiff on 11.10.2022. This means that there is one plaintiff and two defendants in the captioned suit now.

4. Both aforementioned learned counsel submits that *lis* has been since settled between both sides and the same has been reduced to writing in terms of a 'Joint Memorandum of Compromise dated 17.10.2022' [hereinafter 'said JMOC' for the sake of brevity, convenience and clarity]

5.Both learned counsel have placed before this Commercial Division



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said JMOC and a scanned reproduction of the same (along with docket) is as follows:

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)
C.S. (Comm. Div) No. 84 of 2022

✓ Jorawat Singh,
Sole proprietor of Ratan Marketing,
No. 69, Govindappa Nalakan Street,
Chennai - 600021

... Plaintiff

VS

1. Sambhu Singh,
No. 49, 2nd Floor,
Mini Street, Sowcarpet,
Chennai - 600079

2. Khem Singh,
Sole proprietor,
Trading as Deepak Trading Co.,
38/39 Krishnapur Tank Street,
Kondilthope, Chennai

3. Shri. Krishna Enterprises,
Plot No: 2375, ground floor,
Block No: B, DSIDE,
Industrial Area, Narela,
Delhi - 110040

... Defendants

**JOINT MEMORANDUM OF COMPROMISE ENTERED
BETWEEN THE PLAINTIFF AND DEFENDANTS 1 and 2**

The Plaintiff and the Defendants 1 & 2 jointly submit as follows:

1. The Plaintiff filed the above suit against the Defendants praying for judgment ~~and~~ on the following terms:

2. a permanent injunction restraining the Defendants, by itself, its lawful assignees, men, servants, agents, distributors, stockists, representatives or any one claiming through or

For RATAN MARKETING

Proprietor

Sambhu Singh
Khem Singh



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under them from in any manner infringing the plaintiff's registered trademarks 'AGL GOLD' under Nos. 3300882 and 5021645 in Class 09 by manufacturing, marketing, using or in any other manner dealing with electrical products under the trademark KGL GOLD or in any other manner whatsoever;

b. a permanent injunction restraining the Defendant, its lawful assignees, men, servants, agents, distributors, stockiest, representatives or any one claiming through or under them from in any manner passing off and/or enabling others to pass off the Defendant's products under the trademark 'KGL GOLD' as and for the plaintiff's products by manufacturing, selling, or offering to sell, distributing, displaying, printing, stocking, using, advertising their products with a trademark and/or label that is identical in with that of the plaintiff's 'AGL GOLD' trademark or in any other manner whatsoever;

c. The Defendants be ordered to surrender to the Plaintiff for destruction of all products, labels, cartons, dyes, blocks, moulds, screen prints, packing materials and other materials bearing the trademark 'KGL GOLD' or any mark deceptively similar to plaintiff's trademark AGL GOLD;

For RATAN MARKETING

Proprietor

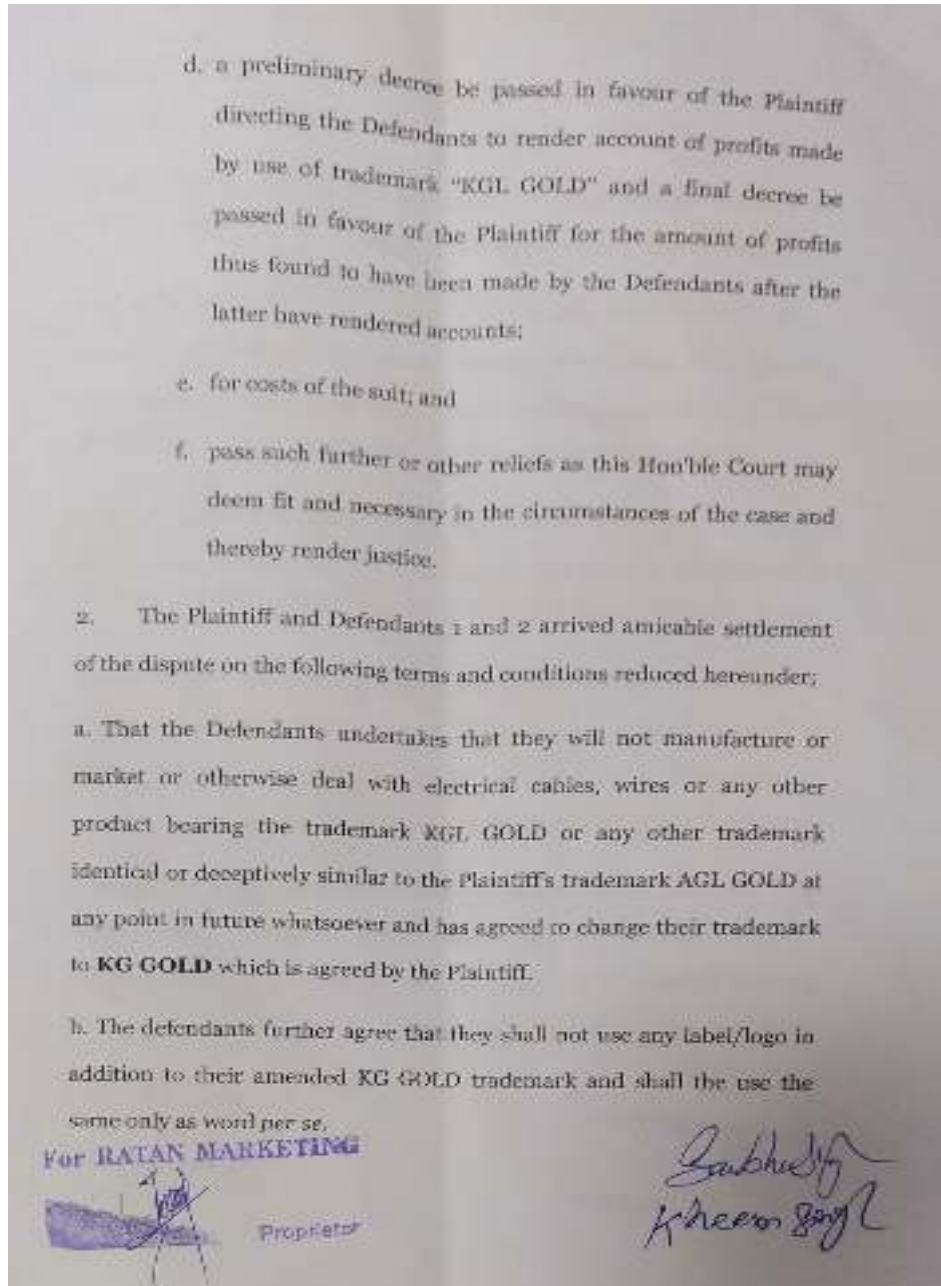
Saibhushan
Kheem Singh



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c. That the defendants shall withdraw or cancel their registered trademark KGL GOLD under No. 4909264 under class 09;

d. That the plaintiff shall not oppose the trademark application for KG GOLD word per se if any filed by the defendants;

e. That the defendants shall also withdraw their opposition being MAS 1170193 filed against the plaintiff's trademark registration under No. 5021645 in Class 09 and not to file any other rectification/opposition any other trademark for AGL GOLD filed by the plaintiff.

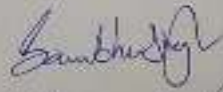
f. That the defendants have sought for 4 months from the date of the compromise to exhaust the existing stock and the plaintiff agrees to the same.

g. The Plaintiff and Defendants pray that the above suit may be decreed in terms of Prayers (a) and (b) of Paragraph 27 of the Plaint and the plaintiff is willing to give up the reliefs under Prayers 27 (c) and (d) and 27(e) of the Suit in view of this Memorandum of compromise.

h. That the defendants agrees and undertakes that in the event of breach of this undertaking to this Hon'ble Court, they are liable for punitive damages of Rs.10,00,000/- to the plaintiff in addition to any other legal rights available to the plaintiff.

For BATAN MARKETING

Proprietor


K. Ramesh Singh



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In the above circumstances, it is prayed that this Hon'ble Court may be pleased to pass a judgment and decree in terms of the memo of compromise and pass such further or other order which may deem fit and proper to the facts and circumstances of the case and thus render justice.

Dated at Chennai on this the 17th day of October 2022

For RATAN MARKETING

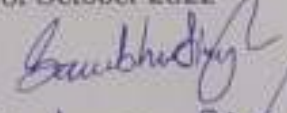
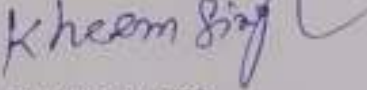

PLAINTIFF

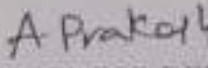
Proprietor


COUNSEL FOR PLAINTIFF

1.

2.

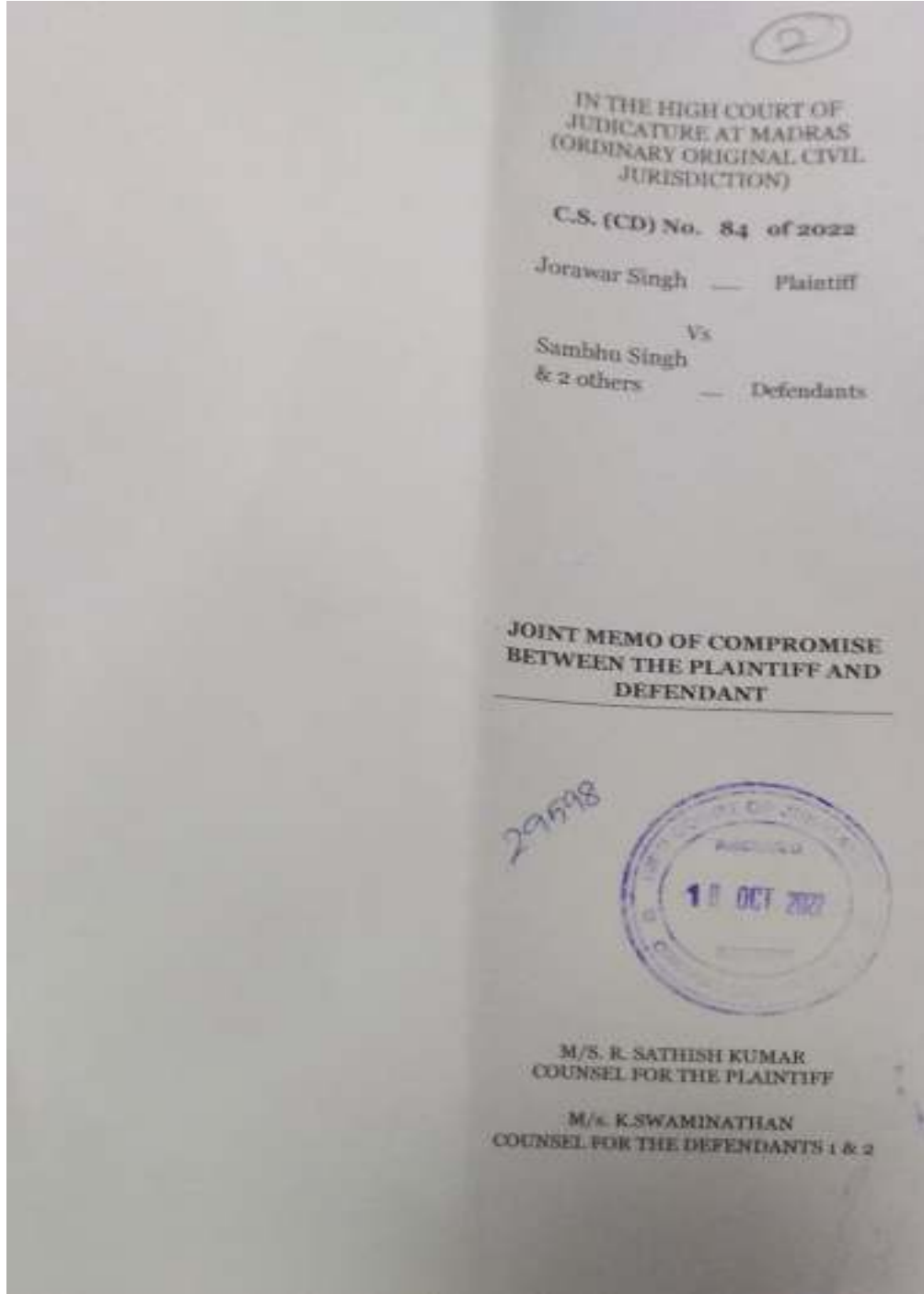


DEFENDANTS


COUNSEL FOR DEFENDANTS 1 & 2



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6.Both learned counsel request for a compromise decree in the main suit in terms of said JMOC.

7. As regards the presence of the parties, both sides submit that there is some difficulty for the parties in being present before this Commercial Division today. However, learned counsel submit that said JMOC has been signed by the plaintiff as well as defendants 1 and 2 in the presence of each other and signatories are those who have signed the pleadings in the main suit and make a request for dispensing with the presence of the parties. On this basis, request acceded to.

In the light of narrative thus far, captioned suit is decreed in terms of aforementioned JMOC, which shall form part of the judgment and decree. There shall be no order as to costs. Consequently, captioned applications are also disposed of as closed.

18.10.2022

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Internet : Yes / No
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M.SUNDAR.J.,

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