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C.S.(Comm.Div.) No.86 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.08.2022

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THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm.Div.) No.86 of 2022
and O.A.Nos.256 to 258 of 2022 & A.No.1896 of 2022

Agsar Match Industries
Represented by its Partner
510-A, George Road,
Tuticorin – 628 003.

... Plaintiff

VS.

Sundarapandian
Trading as Gerizim Chemicals
No.3, K.M.A. Garden,
Kodungaiyur,
Chennai-600 118.

... Defendant

PRAYER: Complaint filed under and Order IV Rule 1 of the Madras High Court Original Side Rules read with Sections 27, 28, 29, 134 and 135 of the Trade Marks Act, 1999 read with Sections 51, 55 and 62 of the Copyright Act, 1957 read with Section 7 of the Commercial Courts Act, 2015 prayed for Judgment and Decree against the Defendant :-



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- a. A permanent injunction restraining the Defendant, their proprietors, partners, directors, subsidiaries, affiliates, franchisees, officers, employees, personnel, servants, agents, representatives including wholesalers, distributors, stockists, retailers and anyone acting for or on their behalf from in any manner directly or indirectly using the trademark '**Stag**' and/or '**Star**' and/or '**Power Stag**' and/or '**Power Star**' and/or "



' and/or ' and/or any other mark and/or device identical or similar to the Plaintiff's

registered trademark '**STAG**' and  under Nos.



2200057 and 2256506 respectively in Class 01 and '**RED OXIDE**' ,



**Super
STAG**
BRAND



RED OXIDE



, under Nos. 704926, 704924 and 2256505 respectively in Class 2, amounting to **infringement** of Plaintiff's **registered Trademarks**.

- b. A permanent injunction restraining the Defendant, their proprietors, partners, directors, subsidiaries, affiliates, franchisees, officers, employees, personnel, servants, agents, representatives including wholesalers, distributors, stockists, retailers and anyone acting for or on their behalf from in any manner directly or indirectly using the marks '**Stag**' and/or '**Star**' and/or '**Power Stag**' and/or '**Power Star**' and/or "



' and/or



'and/or any

other mark and/or device identical or similar to the Plaintiff's

STAG
BRAND



marks '**STAG**' and/or '' and/or '**RED OXIDE**', and/or



**SUPER
STAG
BRAND**



'**RED OXIDE**', thereby **passing off** their products as that of the plaintiff's products;

- c. A permanent injunction restraining the Defendant, their proprietors, partners, directors, subsidiaries, affiliates, franchisees, officers, employees, personnel, servants, agents, representatives including wholesalers, distributors, stockists, retailers and anyone acting for or on their behalf from in any manner directly or indirectly **infringing** the Plaintiff's **Copyright** by using the device of STAG, deer and/or any other similar device and/or any deceptively similar label or in any other manner whatsoever
- d. An order directing the Defendant to **furnish all the data and accounts** of any and all transactions undertaken, goods sold, services rendered and the profits obtained during the course of their business relating to the sale of goods under the impugned trademarks '**Stag**', '**Star**', '**Power Stag**', '**Power Star**',



' to the Plaintiff;

- e. An order directing the defendant to pay **preliminary damages** for a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) to the plaintiff apart from such damages as calculated upon accounts being rendered by the defendant.



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- f. An order for **delivery up** of any and all finished and/or unfinished products, materials including packaging material, signage, cards, labels, brochures, printed materials and any other material bearing the impugned trademark along with artwork and trade dress which is identical with and/or deceptively similar to that of the Plaintiffs' trade mark/label/package, by the Defendant to the Plaintiff for the purpose of destruction;
- g. Costs and such other relief as this Hon'ble Court may deem fit, in the circumstances of the case, in the interests of justice and equity.

For Plaintiff : Mr.N.C.Vishal for
M/s.K.Premchandrar

For Defendant : M/s.P.C.N.Raghupathy
Mr.R.Sathish Kumar

J U D G M E N T

The suit was filed seeking relief in respect of alleged trademark and copyright infringement and passing off.

2. The parties have executed a memorandum of compromise dated 23.08.2022. On examining the said memorandum of compromise, the



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plaintiff has executed the same through one of its partners and the defendant through the proprietor. The respective counsel have also signed the same.

3. As per the terms of compromise, the defendant has submitted to a judgment and decree as per paragraph 52 (a), (b), (c) and (f) of the plaint and the plaintiff has agreed to relinquish the relief prayed for in paragraph 52 (d), (e) and (g) of the plaint. The plaintiff has consented to the use of the label enclosed as Annexure A to the memorandum of compromise by the defendant. I find no legal impediment to the issuance of a decree in terms of the memorandum of compromise.

4. In the result, C.S.No.86 of 2022 is decreed in terms of paragraphs (a) (b), (c) and (f) of paragraph 52 of the plaint. The memorandum of compromise shall form an integral part of the decree. On account of the settlement, there will be no order as to costs. Consequently, connected applications are closed.

25.08.2022

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Index : Yes / No

Internet : Yes / No

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