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C.S.No.305 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 06.12.2022

CORAM:

**THE HONOURABLE MR. JUSTICE C.SARAVANAN**

C.S.No.305 of 2020

and

O.A.Nos.573 to 575 of 2020

and

A.No.2356 of 2022

Dhanavilas Madras Snuff Company  
A Partnership Firm,  
No.18, IV Street,  
Shastri Nagar, (Now Karunanidhi Nagar),  
Tondiarpet, Chennai – 600 081.  
Rep by its partner,  
K.Poongodi.

.. Plaintiff

VS

Murugavilas Tirupur Snuff Co.,  
No.39, 4<sup>th</sup> Street,  
RVE Layout,  
Kattuvalavu, Thennampalayam,  
Tirupur – 641 604.

.. Defendant

**PRAYER:** Civil Suit filed under Order IV Rule 1 O.S. Rules and under Order VII, Rule 1 of CPC, 1908 and under Sections 27, 134 and 135 of the Trade Marks Act, 1999 and under Sections 55 and 62 of the Copyright Act, 1957, praying to grant a judgment and decree on the following terms:



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(a)granting a permanent injunction restraining the defendant by himself, his servants, agents, distributors, or anyone claiming through him from manufacturing, selling, advertising and offering for sale using the Trademark L.S/D.S/Word/device or any other similar Trade Mark name or similar sounding expression in any media and use the same in name board, invoices, letter heads and visiting cards or by using any other trade mark/name which is in any way visually or deceptively or phonetically similar to the plaintiff's trademark/name D.S/Word/device and use the same in snuff pouches, packets or use the mark in invoices, letters heads and visiting cards or part of their pouch or other trade literature or using any other trade mark which is in any way visually, or phonetically similar to the plaintiff's registered Trade Mark Nos.157995, 1579958 & 1579959 in Class 34 or in any manner infringing the plaintiff's registered Trade Marks referred herein.

(b)granting a permanent injunction restraining the defendant by himself, his servants, agents or anyone claiming through him his printers and his distributors from committing infringement of the copyright which the plaintiff has in their artistic work contained in the pouches/sachets filed in Document No.1 by distributing, printing or causing to be printed the work as shown in Document No.2 filed along with the plaint or in any other manner infringe the plaintiff's copyright in the artistic work contained in Document No.1

(c)granting a permanent injunction restraining the defendant by its servants or agents or anyone claiming through him from



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manufacturing selling or offering and advertising for sale the snuff in pouches as shown in Document No.2 or using the Trade Mark L.S/D/S any other pouch carton or label or sachet which is in any way similar in get up, colour scheme of the plaintiff pouch as shown in Document No.1 and pass off the snuff as the goods of the plaintiff or enable others to pass off.

(d)directing the defendant to surrender to the plaintiff all the cartons, sachets/pouches labels, packets and any other printed matters containing or consisting of the offending Trade Marks and copyright together with blocks used for the purpose of printing the same for destruction.

(e)directing the defendant to render a true and faithful account of the profits earned by them through the manufacture and sale by the use of the offending mark/work as shown in Document No.2, and directing such profits to be paid to the plaintiff for the infringement of the trademark D.S copyright and passing off committed by the defendant for rendition of accounts.

(f)directing the defendant to pay to the plaintiff the costs of suit and

(g)pass such further or other orders as this Court may deem fit and proper in the circumstances of the case.

|               |                      |
|---------------|----------------------|
| For Plaintiff | : M/s.J.Vennila      |
| For Defendant | : M/s.M.Deeptha Devi |
|               | for Mr.S.Vasudevan   |



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### **JUDGMENT**

The learned counsel for the plaintiff and the defendant are present. The parties are not present. However, they have entered into a Memorandum of Compromise on 28.10.2022.

2.A memorandum of compromise dated 28.10.2022, is signed by the plaintiff and the defendant and also by their respective counsels. Both the learned counsel for the plaintiff and the defendant affirm that they signed the memorandum of compromise and they are aware of the terms of memorandum of compromise.

3.In view of the memorandum of compromise, the suit is decreed as settled out of Court. No order as to costs. The memorandum of compromise memo dated 28.10.2022 shall form part and parcel of this judgment and decree. Consequently, connected applications are closed.

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Internet : Yes / No

Index : Yes / No

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