



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

FRIDAY, THE 04TH DAY OF FEBRUARY 2022

THE HON'BLE MR. JUSTICE N. ANAND VENKATESH

C.S.No. 308 of 2020
(Comm.Suit)

1. T.S.R. & Co. Home Needs Pvt. Ltd.,
54/499, Gokul Gardens,
Sri Nageswaran,
Thirumanjana Veedhi,
Kumbakonam – 612 001.
Rep.by its Power Agent,
Mr. Arjun Santhanam.

2. T.S.R. & Co., Madras,
Old No.86, New No.4,
4th Main Road,
Gandhi Nagar, Adayar,
Chennai – 600 020.
Rep.by its Partner
Mr. Arjun Santhanam.

... Plaintiffs

-Vs-

Ms. S. Radhiga,
Trading as Surya Coffee Works,
13-4-135, Kadai Veethi,
Vathalagundu – 624 202.

... Defendant

Civi Suit praying that this Hon'ble Court be pleased to grant a
judgment and decree on the following terms:-

a) A perpetual injunction restraining the defendant, by themselves, its



advertisers, retailers, representatives or any of them from in any manner passing off and enabling others to pass off their coffee powder as and for the plaintiffs products by use of identical trademark GOKUL and the device of 'ALILAI KRISHNAN' either independently or in combination or any other mark similar thereto in respect of their products or business or any other trademark/label deceptively similar to the plaintiffs trademark GOKUL and the device of 'ALILAI KRISHNAN' or in any other manner whatsoever.

b) The defendant be ordered to pay to the plaintiffs a sum of Rs.10,00,000/- as liquidated damages for their wrongful and illegal activities in use of identical trademark GOKUL and with a near identical device of 'ALILAI KRISHNAN' so as to pass off their products as and for the plaintiffs products.

c) The defendant be ordered to surrender to the plaintiffs for destruction, all coffee powder, pouches, prints, dies, blocks, moulds and plates, screen prints, packing and advertising materials and any other materials in their possession, which are a substantial reproduction of the plaintiffs trademark GOKUL and device of 'ALILAI KRISHNAN'.

d) A preliminary decree be passed in favour of the plaintiffs directing the defendant to render accounts of profits made by them by use of the trademark GOKUL, device of 'ALILAI KRISHNAN' which is identical



and/or deceptively similar and a final decree be passed in favour of the plaintiffs for the amount of profits found to have been made by the defendant after the latter has rendered accounts.

d) For Cost of the suit.

This Civil Suit coming on this day before this Court for hearing in the presence of Mr. Arun C. Mohan, Advocate for the plaintiffs herein and Mr.V.Sivakumar, Advocate for the defendant herein and upon reading the plaint filed herein, and the memorandum of compromise signed by the plaintiffs and the defendant herein and their respective advocates, and the said advocates for the parties hereto praying this Court to pass a decree in terms of the Memo of Compromise morefully set out in the schedule hereunder,

It is ordered as follows :-

That the defendant herein agrees and acknowledge that the plaintiffs are the registered proprietors of the trademarks GOKUL and the device of 'ALILAI KRISHNAN' and have exclusive statutory rights by virtue of registrations and proprietary rights on account of prior, long and extensive use of the said trademarks to the exclusion of others.

2. That the following is the plaintiff's label and the defendant's impugned label, which the defendant herein undertakes not to use anymore:-

Plaintiffs' wrapper	Defendant's wrapper
	

3. That the defendant herein, undertakes to use the amended label or any other label nor similar to that of the plaintiff's label, as depicted herein below:

Defendant's amended Label





4. That the plaintiff herein also agrees that the defendant herein be and is hereby permitted to use the remaining covers/cartons with the impugned label in paragraph 2 above for GOKUL COFFEE within three months from the date of this memo of compromise is recorded and shall destroy the remaining covers/cartons, if any thereafter.

5. That in case the defendant herein violates the above-mentioned terms and conditions, the defendant shall be liable as per the remedies under law available to the plaintiffs herein.

6. That the connected applications do stand closed.

7. That there shall be no order as to costs.

SCHEDULE

(MEMO OF COMPROMISE)



ED

21.03.2022

7

C.S. (Comm.Suits) No. 308 of 2020

DECREE

DATED : 04/02/2022

THE HON'BLE MR. JUSTICE
N. ANAND VENKATESH

FOR APPROVAL: 21.04.2022

APPROVED ON: 22.04.2022



WEB COPY **IN THE HIGH COURT OF JUDICATURE AT MADRAS**

Dated : 04.02.2022

Coram:

THE HONOURABLE MR JUSTICE N.ANAND VEKATESH

Civil Suit No.308 of 2020

1. T.S.R. & Co.Home Needs Pvt.Ltd.,
54/499 Gokul Gardens,
Sri Nageswaran
Thirumanjana Veedhi,
Kumbakonam-612 001
rep.by its Power Agent
Mr.Arjun Santhanam.

2. T.S.R.& Co., Madras
Old No.86, New No.4
4th Main Road,
Gandhi Nagar, Adayar,
Chennai 600 020
Rep.by its Partner,
Mr.Arjun Santhanam.

... Plaintiffs

.vs.

Ms.S.Radhiga,
Trading as Surya Coffee Works,
13-4-135, Kadai Veethi,
Vathalagundu-624 202.

... Defendant

Prayer: Civil Suit has been filed under Order IV Rule I O.S.Rules read with Order VII Rule 1 CPC, Section 27, 28, 29, 134 and 135 of the Trademarks Act, 1999, and Section 7 of the Commercial Courts Act, Commercial Division and Commercial Appellate Division of High Courts Act No.4 of 2016, pleased to grant a judgment and decree on the following terms:-



a) A perpetual injunction restraining the defendant, by themselves, its proprietor, servants, heirs, successors, agents, distributors, stockists, advertisers, retailers, representatives or any of them from in any manner passing off and enabling others to pass off their coffee powder as and for the plaintiffs products by use of identical trademark GOKUL and the device of 'ALILAI KRISHNAN' either independently or in combination or any other mark similar thereto in respect of their products or business or any other trademark/label deceptively similar to the plaintiffs trademark GOKUL and the device of 'ALILAI KRISHNAN' or in any other manner whatsoever;

b) The defendant be ordered to pay to the plaintiffs a sum of Rs.10,00,000/- as liquidated damages for their wrongful and illegal activities in use of identical trademark GOKUL and with a near identical device of 'ALILAI KRISHNAN' so as to pass off their products as and for the plaintiffs products;

c) The defendant be ordered to surrender to the plaintiffs for destruction, all coffee powder, pouches, prints, dies, blocks, molds and plates, screen prints, packing and advertising materials and any other materials in their possession, which are a substantial reproduction of the plaintiffs trademark GOKUL and device of 'ALILAI KRISHNAN';

d) A preliminary decree be passed in favour of the plaintiffs directing the defendant to render accounts of profits made by them by use of the trademark GOKUL, device of 'ALILAI KRISHNAN' which is identical and/or deceptively similar and a final decree be passed in favour of the plaintiffs for the amount of profits found to have been made by the defendant after the latter has rendered accounts;



WEB COPY

For Plaintiff : Mr.Arun C.Mohan
For Defendant : Mr.V.Siva Kumar

J U D G M E N T

The present suit was filed by the plaintiffs with a grievance that the defendant is infringing upon the registered Trademark of the plaintiffs. Hence, the present suit was filed seeking for various reliefs against the defendant.

2. During the pendency of the suit, the parties were able to amicably settle the dispute among themselves and a memorandum of compromise has been entered into between the parties and it has been signed by the respective parties and their counsel and it has been filed before this Court.

3. A scanned reproduction of the memo of compromise dated 02.02.2022 is as follows:-

MEMO OF COMPROMISE ENTERED INTO BETWEEN THE PLAINTIFF

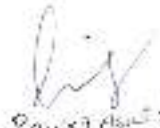
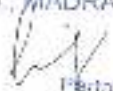
KRISHNAN' and have exclusive statutory rights by virtue of registrations and proprietary rights on account of prior, long and extensive use of the said trademarks to the exclusion of others.

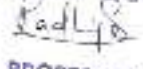
2. The following is the plaintiff's label and the defendant's impugned label, which the defendant undertakes not to use anymore:-

Plaintiffs' wrapper	Defendant's wrapper
	

3. The defendant undertakes to use the amended label or any other label nor similar to that of the plaintiff's label, as depicted herein below:

Defendant's amended label


Partner
For T.S.R. & CO., MADRAS

Partner

FOR SURYAA COFFEE WORKS

PROPRIETOR



4. The plaintiff also agrees that the defendant is permitted to use the remaining covers/cartons with the impugned label in paragraph 2 above for GOKUL COFFEE within three months from the date of this memo of compromise is recorded and shall destroy the remaining covers/cartons, if any thereafter.
5. In case the defendant violates the above-mentioned terms and conditions, the defendant will be liable as per the remedies under law available to the plaintiffs.
6. The parties pray that this Hon'ble Court may be pleased to pass a

[Signature]
Power Agent to T.S.R. & Co.
For T.S.R. & CO, MADRAS
[Signature]
Partner

For SURYAA COFFEE WORKS
[Signature]
PROPRIETOR



WEB COPY

4. In view of the above, this Civil Suit is disposed of in terms of the memorandum of compromise and the memorandum of compromise shall form part of the decree. Consequently, connected applications are closed, if any. Considering the facts and circumstances of the case, there shall be no order as to costs.

Sd./- N.A.V.J.,
04/02/2022

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.