



C.S.No.411 of 2020
(Comm.Suits)

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 17.10.2022

Coram

THE HONOURABLE MR. JUSTICE M.SUNDAR

C.S.No.411 of 2020
(Comm.Suits)

PAULSONS BEAUTY AND FASHION PRIVATE LIMITED

Represented by its Director

Dr. Sam Paul Sober Ravi Sounder (M-42 years)

Having office at No.12, Halls Road

Kilpauk, Chennai – 600 010

... Plaintiff

vs.

GRAND SLAM FITNESS PRIVATE LIMITED

Having Registered office at

E-540, Greater Kailash II

New Delhi – 110 048

(Amendment as per order dated 26.04.2021

in A.No.1786 of 2021)

... Defendant

Civil Suit filed under Order VII Rule 1 of CPC read with Order IV Rule 1 of High Court O.S.Rules and Section 134 and Section 135 of the Trademarks Act, 1999 to grant an permanent injunction restraining the defendant their men, servants agents or anyone claiming through or under them from in any



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manner infringing the plaintiff's Trade Mark and Trading style "SLAM LIFESTYLE AND FITNESS STUDIO" by using the offending Trade Mark and Trading style "GRAND SLAM" or any other mark or marks which are similar or in any way deceptively similar to or a colourable imitation of the Plaintiff's Trade Mark "SLAM LIFESTYLE AND FITNESS STUDIO"; grant an permanent injunction restraining the defendant, their men, servants agents or anyone claiming through or under them from in any manner Passing off the Plaintiff's Trade Mark and Trading style "SLAM LIFESTYLE AND FITNESS STUDIO" by using the offending Trade mark and Trading style "GRAND SLAM" or any other mark or marks which are similar or in any way deceptively similar to or a colourable imitation of the Plaintiff's Trade mark "SLAM LIFESTYLE AND FITNESS STUDIO"; directing the Defendant to surrender to plaintiff the entire stock of unused offending goods with Trade Mark "GRAND SLAM" with name boards, labels, wrappers, boxes, covers, bags, packets cartons bills, advertisements, materials reports, envelopes, brochures, printing blocks etc., bearing the offending Trademark for destruction and to pay for the costs of the suit.

For Plaintiff : Mr.Vijayan Subramanian
along with
Ms.R.Roshini

For Defendant : Mr.R.Sathish Kumar
along with

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Ms.Priya.V

JUDGMENT

Mr.Vijayan Subramanian, along with Ms.R.Roshini, learned counsel for sole plaintiff-company and Mr.R.Sathish Kumar along with Ms.Priya.V, learned counsel for the lone defendant-company are before this Commercial Division.

2. To be noted, captioned suit is listed under the cause list caption 'FOR REPORTING SETTLEMENT'.

3. Learned counsel on both sides (aforementioned counsel) submit in unison in one voice that captioned suit has since been settled between the

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parties and parties have reduced the terms of settlement to a 'Joint Memorandum of Compromise dated 14.10.2022' [hereinafter 'said JMOC' for the sake of brevity, convenience and clarity]. Aforementioned said JMOC is before this Commercial Division. Both learned counsel adverting to Paragraph 6/concluding paragraph of said JMOC make a common request that captioned suit may please be decreed in terms of said JMOC.

4. As regards the presence of the parties, both sides submit that the individuals who have verified and signed the pleadings on behalf of the plaintiff-company and the defendant-company (plaint and written statement respectively) have signed said JMOC but there is some difficulty in their presence before this Commercial Division today. Both counsel request for dispensing with their presence. Both counsel submit on instructions that JMOC has been signed in the presence of each other and therefore, dispense with prayer can be acceded to. Dispense with prayer acceded to.

5. Scanned reproduction of said JMOC is as follows:

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**IN THE HIGH COURT OF JUDICATURE AT MADRAS
(ORDINARY ORIGINAL CIVIL JURISDICTION)
CS (COMM.DIV.) NO.411/2020**

IN THE MATTER OF:

M/s Paulsons Beauty & Fashion Pvt. Ltd.Plaintiff

Versus

M/s Grand Slam FitnessDefendant

Joint memorandum of compromise between the plaintiff and the Defendant:

1. That the Plaintiff and the Defendant have reached upon an amicable settlement in the present suit filed by the Plaintiff against the Defendant.

2. The Defendant undertakes the followings

1. The Defendant shall not use the trade mark/label GRAND SLAM or any other trade mark/label/logo which is deceptively similar to the Plaintiff's trade mark SLAM LIFESTYLE AND FITNESS STUDIO as the trade mark/label of an establishment operating a gym/gymnasium/fitness studio/health club. However, the Defendant shall continue to manufacture, service and/or sell gym/fitness equipment, body building and training apparatus, exercise bicycles, joggers, tread mills and exercisers, machines for physical exercise, apparatus for gymnastics, parts and fittings

For GRAND SLAM FITNESS PVT. LTD. For Paulsons Beauty & Fashion Private Limited

Authorized Signatory Director



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thereof under the trade mark/label GRAND SLAM to individuals or home buyers or companies or firm or government/semi-government entities. It is clarified that defendant is a manufacturer, supplier and service/repair service provider in respect of apparatus and equipment used in gym.

- ii. The Plaintiff shall not use the trade mark SLAM LIFESTYLE AND FITNESS STUDIO or any other identical/deceptively similar to the trademark GRAND SLAM of the Defendant in respect of sales, service or manufacturing of fitness/gym equipment, body building and training apparatus, exercise bicycles, joggers, tread mills and exercisers, machines for physical exercise, apparatus for gymnastics, parts and fittings thereof to individuals or home buyer or companies or firm or gym center or government/semi government organizations but may continue to use the aforesaid mark in respect of providing of gym center services. It is clarified that Plaintiff is a service provider in respect of owning and operating an establishment as a gym/gymnasium/fitness studio/health club.

- iii. The Defendant shall not use the trade mark/label GRAND SLAM or any other trade mark/label/logo which is deceptively

For GRAND SLAM FITNESS PVT. LTD.

Authorised Signatory

For Pashara Beauty and Fashion Private Limited

Director

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similar to the Plaintiff's trade mark SLAM LIFESTYLE AND FITNESS STUDIO in relation to trade mark/label of an establishment operating a gym/gymnasium/fitness studio/health club. Similarly, the Plaintiff shall not use the trade mark SLAM LIFESTYLE AND FITNESS STUDIO or any other identical/deceptively similar trademark to the Defendant's trademark GRAND SLAM in respect of Gym equipment or related goods as mentioned hereinabove.

iv. The Defendant hereby acknowledges that the mark SLAM is the essential feature of the Plaintiff's trademark SLAM LIFESTYLE AND FITNESS STUDIO as the trade mark/label establishment operating a gym/gymnasium/fitness studio/health club. The plaintiff also acknowledges that GRAND SLAM is the essential feature of the defendant's trademark GRAND SLAM with respect to gym equipment or related services as mentioned hereinabove.

v. The Defendant further undertakes that in case the Defendant shall be found to be in willful breach of any of the aforesaid undertakings at any future date, the Plaintiff shall have the right to initiate civil / criminal proceedings against the Defendant. The

For GRAND SLAM FITNESS PVT. LTD.

Authorised Signatory

For Pausa Beauty and Fashion Private Limited

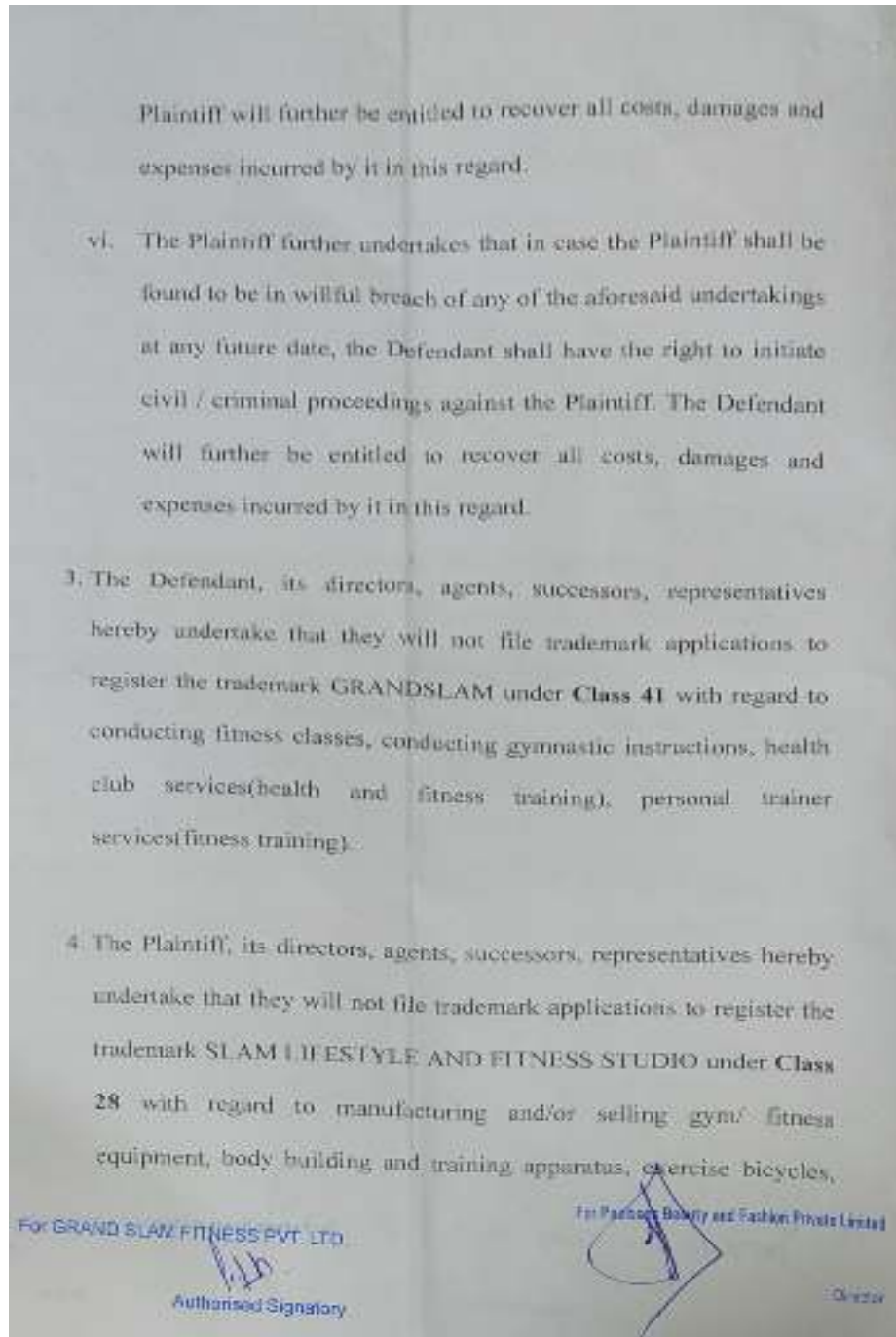
Director



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joggers, tread mills and exercisers, machines for physical exercise, apparatus for gymnastics, parts and fittings thereof under the trade mark/label SLAM LIFESTYLE AND FITNESS STUDIO to individuals or home buyers or companies or firm or government/semi government entities.

5. The above said undertakings furnished by and on behalf of the Plaintiff and Defendant shall be binding on the Plaintiff and Defendant, its directors, agents, successors, representatives, and assigns in business of the Plaintiff and Defendant for all time to come.

6. In view of the above terms of settlement between Plaintiff and Defendant it is most respectfully prayed that this Hon'ble Court may be pleased to Pass decree in terms of the compromise memo;

Dated at Chennai on this 14th day of October 2020

For Plaintiff Beauty and Fitness Private Limited

For GRAND SLAM FITNESS PVT. LTD.

Director

PLAINTIFF

Authorised Signatory

DEFENDANT

S. Vishu
COUNSEL FOR THE PLAINTIFF

[Signature]
COUNSEL FOR THE DEFENDANT



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In the light of the directive thus far, captioned suit is decreed in terms of said JMOC, which shall form part of the judgment and decree. There shall be no order as to costs.

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M.SUNDAR.J.,

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