



C.S.(Comm. Div.)No.173 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: **23.11.2022**

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.(Comm. Div.)No.173 of 2022

and

O.A.Nos.524 & 525 of 2022

in

C.S.(Comm. Div.)No.173 of 2022

M/s.Vasanta Bhavan Hotels India Private Limited

Represented by its Director

Mr.Anand Krishnan

Having its office at No.34,

Developed Plots (South Phase)

Industrial Estate, Guindy, Chennai-600 032.

.. Plaintiff

Vs.

Minjur Vasantha Bhavan

No.135, TH Road, Minjur

Tamil Nadu - 601 203.

.. Defendant

This Civil Suit is preferred, under Order VII Rule 1 of CPC read with Order IV Rule 1 of High Court O.S. Rules and Sections 134 and 135 of the Trademarks Act, 1999, praying

(a) Granting a permanent injunction restraining the defendant, their men, servants, agents or anyone claiming through or under them from in any manner infringing the plaintiff Trade Mark and Trading Style "VASANTA BHAVAN" by using the offending Trade Mark and Trading Style "MINJUR VASANTHA BHAVAN" or any other mark or marks



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which are similar or in any way deceptively similar to or a colourable imitation of the plaintiff's Trade Mark "VASANTA BHAVAN";

(b) Granting a permanent injunction restraining the defendant, their men, servants, agents or anyone claiming through or under them from in any manner Passing-off the plaintiff Trade Mark and Trading Style "VASANTA BHAVAN" by using the offending Trade Mark and Trading Style "MINJUR VASANTHA BHAVAN" 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 "VASANTA BHAVAN";

(c) Directing the defendant to render a true and faithful account of the profits earned by them through the sale of food products bearing the offending trade mark "MINJUR VASANTHA BHAVAN" and directing payment of such profits to the plaintiff by way of damages for infringement committed by the defendant;

(d) Directing the defendant to surrender to plaintiff the entire stock of unused offending goods with Trade Mark "MINJUR VASANTHA BHAVAN" with name boards, labels, wrappers, boxes, covers, bags, packets, cartons, bills, advertisements, materials, reports, envelops, brochures, printing blocks etc., bearing the offending Trademark for destruction;

(e) Directing to the defendant to pay the plaintiff the costs of the suit and pass such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case;

For Plaintiff : Ms.Preetha Natarajan
For Defendant : Mr.K.Livingston



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along with Mr.D.Premkumar
M/s.Samanta and Ston (Law Firm)

J U D G M E N T

This judgment / common order which is a product of compromise will now dispose of the captioned main suit and captioned two applications thereat.

2. Captioned matter is listed today under the cause list caption 'FOR REPORTING SETTLEMENT'.

3. Ms.Preetha Natarajan, learned counsel on record for sole plaintiff company and Mr.K.Livingston along with Mr.D.Premkumar, learned counsel of M/s.Samanta and Ston (Law Firm) for lone defendant are before this Commercial Division.

4. Both learned counsel submit in one voice that parties i.e., plaintiff company and defendant have settled the *lis* by way of a compromise and both parties have reduced to writing the terms of compromise by way of a compromise memo styled / captioned 'JOINT COMPROMISE MEMO FILED BY THE PARTIES' and dated 21.11.2022 [hereinafter 'said JMOC' denoting 'Joint Memo of Compromise' for the sake of convenience and clarity]. To be noted, said JMOC consists of three annexures namely, Annexure A, Annexure B and



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Annexure C.

WEB COPY 5. A scanned reproduction of the aforementioned said JMOC together with three annexures and docket are as follows:

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)
C.S. (Com. Div.) No. 173 of 2022

M/s Vasanta Bhavan Hotels India Private Limited,
Represented by its Director,
Mr Anand Krishnan (M-35 Years),
Having its office at No 34,
Developed Plots (South Phase),
Industrial Estate, Guindy, Chennai-600 032Plaintiff

- VERSUS -

Minjur Vasantha Bhavan,
No 135, TH Road, Minjur TaminaduDefendant

JOINT COMPROMISE MEMO FILED BY THE PARTIES

The Parties herein respectfully submit as follows :-

A. The Parties herein submit that the above suit was filed by the Plaintiff against the Defendant for permanent injunction and for directions.

B. The Plaintiff and the Defendant respectfully submit that with a view to give closure to the matter, they have agreed to settle their disputes amicably, on the following terms :-

TERMS OF THE MEMORANDUM OF COMPROMISE :-

1. The Defendant undertakes not to use the Trademark of the Plaintiff "VASANTA BHAVAN" or any other mark which is similar or identical to the Plaintiff's registered Trademark and the Defendant has changed their trade mark as "MINJUR BHAVAN" attached with this memo in Annexure- A.

For VASANTA BHAVAN HOTELS INDIA PVT. LTD.
Director

For MINJUR VASANTHA BHAVAN
A. Ananthan Moorthy
Proprietor



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2. The Defendant undertakes not to use the name and get up, which are closely similar to the get up of the Plaintiff's Hotel "VASANTA BHAVAN" and the trade dressing of the Defendant's Hotel will be hereafter as projected in Annexure- A.
3. The Defendant undertakes to use the trade name, and getup for their hotel "MINJUR BHAVAN" as attached with this memo in Annexure- A.
4. The Defendant undertakes not to Pass-off the Trademark as and for those of the Plaintiff's by adopting the similar or identical name, getup, logo of the Plaintiff's Hotel "VASANTA BHAVAN".
5. The Defendant shall erase, remove or obliterate from all the infringing materials in his possession or control which has the offending trade mark as described in the Annexure-B.
6. The Defendant undertakes to compensate the Plaintiff sufficiently with damages if it violates any of the clauses of this memo of compromise.

It is therefore prayed that this Hon'ble Court may be pleased to receive the Memo of Compromise and pass a decree in terms of the same and pass such further or other order as this Hon'ble Court may deem fit and proper in the circumstance of the case and thus render justice.

For VASANTA BHAVAN RESORTS PVT. LTD.

Director
PLAINTIFF

COUNSEL FOR PLAINTIFF

MAHADEVI ANTHASAVI RULINI 167

attesting

For MINJUR VASANTHA BHAVAN

Dated at Chennai on this the 21st day of November, 2022.

Proprietor
DEFENDANT

COUNSEL FOR DEFENDANT



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ANNEXURE - A
CHANGED TRADEMARK OF THE DEFENDANT



For VASANTHA BHAVAN HOTELS INDIA PVT. LTD.

Director

வாஸந்தா பவன் ஹோட்டல்ஸ் இந்தியா பிரைவட் லிமிடெட்

PLAINTIFF

வாஸந்தா பவன்

COUNSEL FOR PLAINTIFF

For MINJUR VASANTHA BHAVAN

DEFENDANT - Proprietrix

COUNSEL FOR DEFENDANT



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ANNEXURE-B
OLD INFRINGING TRADEMARK OF THE DEFENDANT



MAVAMSEVAIPATTINAM CHANDRASEKHARAN PVT. LTD.

Proprietor

Director

PLAINTIFF

COUNSEL FOR PLAINTIFF

For MINJUR VASANTHA BHAVAN

A. Smitha Mary

DEFENDANT

Proprietrix

COUNSEL FOR DEFENDANT



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ANNEXURE-C
TRADEMARK OF THE PLAINTIFF



For VASANTA BHAVAN HOTELS INDIA PVT. LTD.

[Signature]
Director

PLAINTIFF

[Signature]
COUNSEL FOR PLAINTIFF

For MINJUR VASANTHA BHAVAN

A. Anitha Mary
Proprietor
DEFENDANT

[Signature]
COUNSEL FOR DEFENDANT



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IN THE HIGH COURT OF JUDICATURE
AT MADRAS
(Ordinary Original Civil Jurisdiction)
C.S. (Com. Div.) No. 173 of 2022

M/s. VASANTA BHAVAN HOTELS INDIA
PRIVATE LIMITED

- Plaintiff

Vs.

MINJUR VASANTHA BHAVAN

- Defendant

JOINT COMPROMISE MEMO FILED BY THE
PARTIES



Vijayan Subramanian (1215/2007)
COUNSEL FOR PLAINTIFF
9840669573, 9841320723

COUNSEL FOR DEFENDANT



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6. Adverting to the concluding paragraph in said JMOC, aforementioned counsel on both sides request in unison in one voice that the captioned main suit may please be disposed of by way of a compromise decree in terms of said JMOC.

7. As regards presence of parties for recording said JMOC, both learned counsel make a request for dispensing with the presence of respective parties and make the following submissions in support of their request :

(a) There is personal inconvenience for the director of plaintiff company and Ms.A.Anitha Mary, who is carrying on business in the name and style of 'MINJUR BHAVAN' (now) as sole proprietrix;

(b) Learned counsel for the plaintiff points out that Mr.Anand Krishnan (Son of Mr.M.Ravi) one of the directors in the plaintiff company who has verified and signed the plaint has signed said JMOC also. Likewise, learned counsel for defendant submits that Ms.Anitha Mary who has signed vakalatnama for



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defendant's counsel has signed said JMOC;

(c) It is submitted that both sides have signed said JMOC in the presence of each other;

(d) Said JMOC has been duly signed by counsel on record for plaintiff and counsel on record for defendant;

8. Considering the facts and circumstances, the trajectory the matter has taken and terms of said JMOC, request for dispensing with presence of parties is acceded to in this case. Before recording said JMOC and making the compromise decree, it is deemed appropriate to record that both learned counsel submit in one voice that in paragraph No.5 of the aforementioned said JMOC there is a mention about 'Annexure B' only whereas it should read as 'Annexures B and C'. This common submission made by learned counsel on both sides is duly recorded. This recording shall be read as part of said JMOC which shall now form part of the judgment.



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M.SUNDAR, J.

mk

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

23.11.2022

Index : Yes/No
Speaking/Non-speaking order
mk

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