



WEB COPY



C.S.(Comm.Div.)No.184 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.12.2022

CORAM

THE HONOURABLE MR.JUSTICE C.SARAVANAN

C.S.(Comm.Div.)No.184 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.

Vasantha Bhavan,
Chettinad Health City,
Kelambakkam,
Kanchipuram District.

... Defendant

Prayer: This Civil Suit is 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 Trade Marks Act, 1999, prayed for a Judgment and Decree:-

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



C.S.(Comm.Div.)No.184 of 2022

“Vasantha Bhavan” or any other mark or marks which are similar or in any way deceptively similar to or a colorable imitation of the plaintiffs 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 “Vasantha Bhavan” or any other mark or marks which are similar or in any way deceptively similar to or a colorable imitation of the plaintiffs 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 “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 “Vasantha Bhavan” 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.



C.S.(Comm.Div.)No.184 of 2022

e) Directing to the defendant to pay the plaintiff the costs of the suit.

For Plaintiff : Mr.Vijayan Subramanian

For Defendant : Mr.N.Palani Kumar

JUDGMENT

Today when the matter is taken up for hearing, the learned Counsel for the plaintiff and the defendants have filed a Joint Memo of Compromise recording the satisfaction of the suit claim and the settlement of *inter se* suit between the plaintiffs and the defendants. The parties are not present. They have filed a Joint Compromise Memo on 16.12.2022.

2.The Joint Compromise of Memo dated 16.12.2022, is signed by the plaintiff and the defendant and also by their respective counsels. Both the learned counsel for the plaintiff and the defendant affirmed that they signed the Joint Compromise Memo and they are aware of the terms of the Joint Compromise Memo.

3.Since both the parties have agreed to the terms of the Joint



C.S.(Comm.Div.)No.184 of 2022

Memo of Compromise, the same is recorded and accordingly this Civil Suit is decreed. No costs. The Joint Memo of Compromise dated 16.12.2022 shall form part and parcel of this judgment and decree.

19.12.2022

Internet : Yes/No
Index : Yes/No
Speaking Order/Non-Speaking Order
jas

C.SARAVANAN,J.



WEB COPY



C.S.(Comm.Div.)No.184 of 2022

jas

C.S.(Comm.Div.)No.184 of 2022

19.12.2022