



WEB COPY



A.S.No. 93 of 2013

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 01.02.2023

CORAM

THE HONOURABLE **MRS. JUSTICE V.BHAVANI SUBBAROYAN**

A.S.No. 93 of 2013

1. M/s. Visesh Appliances
Represented by its Proprietor
Mr.Rajesh Kumar Naredi
F-11/C, I.D.A., Gandhi Nagar
Kukatpally, Hyderabad-500 037.
2. Mr.Rajesh Kumar Naredi
Trading as Visesh Appliances
F-11/C, I.D.A., Gandhi Nagar
Kukatpally, Hyderabad-500 037.
3. M/s. Mahavir Home Appliances
No. 134, Tulsi Complex, Sultanpet,
Bangalore-560 053.

....Appellants

Versus

1. Rallifan Limited
A Public Limited Company within the meaning
of the Companies Act, 1956 having its
Office at No.4, Fairlie Place
Kolkatta-700 007
Represented by its Manager
Mr.Ashok Loyalka

2. Rallifan Power Appliances Private Limited



A.S.No. 93 of 2013

A Private Limited Company within the meaning
of the Companies Act, 1956 having its
Office at 3A-2. K.K. Pudur Road,
Velandipalayam
Coimbatore-641 025
Represented by its Director
Mr.P. Shanmugharamasamy

,,,Respondents

First Appeal filed under Section 96 of the Code of Civil Procedure,
to set aside the Judgment and Decree dated 04.12.2012 in O.S.No.111 of
2008 on the file of passed by the Principal District Judge, Coimbatore,

For Appellants : Mrs.Pushpamenon

For Respondents : Mr. R. Sathish Kumar

JUDGMENT

Pending the First Appeal, now the parties have amicably resolved
the dispute among themselves and have entered into Memorandum of
Compromise, dated 01.02.2023 is produced before this Court which reads
as follows:-

"1. The parties are filing this joint petition being
filed by the Appellants and Respondents seeking
to place on record the comprehensive terms of



WEB COPY



A.S.No. 93 of 2013

settlement entered into between the parties and praying for the appeal to be disposed off by decreeing the suit in O.S.No. 111 of 2008 on the file of the Court of Principal District Judge, Coimbatore, in terms of the Settlement Agreement dated 19.11.2022 entered into between, *inter alia*, the parties.

2. The suit in O.S.No.111 of 2008 was filed by the Respondents/Plaintiffs in the Court of the Principal District Judge, Coimbatore, for *inter alia*, reliefs of perpetual injunction, accounts and damages for infringement and passing off of trademark. The said suit was thoroughly contested by the Petitioners/Appellants 1 and 2 herein and subsequently by their successor in title i.e., Petitioner/Appellant No.3.

3. On 04.12.2012, the Hon'ble Principal District Judge, Coimbatore, passed the impugned Judgment and Decree against the Appellants and in favour of the Respondents. The Appellants had accordingly challenged the impugned Judgment and Decree passed in O.S.No. 111 of 2008 in the present appeal which is pending before this Hon'ble Court.



WEB COPY



A.S.No. 93 of 2013

4. Due to intervention of the well-wishers, the parties herein have settled the disputes between them, pursuant where to the parties have already executed a Settlement Agreement dated 19.11.2022. Therefore, the disputes between the parties herein have already been amicably resolved. A true copy of the Settlement Agreement, dated 19.11.2022 entered into between the parties is produced herewith and marked as Annexure A.

5. The parties agree and undertake to adhere to their respective obligations under the Settlement Agreement dated 19.11.2022 arrived at by and between them.

6. As per the aforesaid Settlement Agreement dated 19.11.2022, the Parties have agreed that the present appeal may be disposed off by decreeing the suit in O.S.No. 111 of 2008 on the file of the Court of Principal District Judge, Coimbatore, in terms of the Settlement Agreement, dated 19.11.2022.

7. In such circumstances, the Appellants and



A.S.No. 93 of 2013

Respondents jointly pray before this Hon'ble Court for the present appeal to be disposed off by decreeing the suit in O.S.No. 111 of 2008 on the file of the Court of Principal District Judge, Coimbatore, in terms of the Settlement Agreement dated 19.11.2022.

8. The balance of convenience and inconvenience is wholly in favour of the orders as prayed for herein.

9. Unless orders as prayed for herein are passed, the parties will suffer irreparable loss and injury."

2. Recording the terms of the Memorandum of Compromise dated 01.02.2023, the First Appeal is disposed of. The terms of the Memorandum of Compromise shall form part of the decree. No costs.

01.02.2023

Index : Yes/No
Speaking Order : Yes/No
Neutral Citation : Yes/No
msm



A.S.No. 93 of 2013

To
WEB COPY

1. Principal District Judge, Coimbatore,
2. The Section Officer, High Court, Madras.

V.BHAVANI SUBBAROYAN, J.



WEB COPY



A.S.No. 93 of 2013

msm

msm

A.S.No. 93 of 2013

01.02.2023