



C.S.No.85 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.02.2023

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THE HONOURABLE MR.JUSTICE C.SARAVANAN

C.S.No.85 of 2021

V.V.V.Anandham & Sons
Registered Partnership Firm
Rep by V.V.V.Kumaran Mahendran,
No.1, Hyderi Garden 3rd Street,
Perambur, Chennai – 600 012.
Tamil Nadu, India.

... Plaintiff

Vs

Sri Kanyaka Parameshwari Oil Mills,
No.14, 15th Cross Vinayaka Road,
Bendre Nagar,
Bangalore – 560 070.

... Defendant

Prayer: This Civil Suit is filed under Order VII Rule 1 of Civil Procedure Code, 1908 and Order IV Rule 1 of the Original Side Rules, 1956 and Order VII Rule 1 of CPC read with 134(1)(c) and 135 of the Trade Marks Act, 1999 and Section 7 of the Commercial Courts Act, 2015, prayed for a Judgment and Decree:-



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a) A permanent injunction restraining the defendants by themselves, their servants, licences, agents and distributors or any one claiming through them in any manner from committing 'infringement' of plaintiff's registered trademark "Anandham" in respect to goods Edible and Gingelly oils' by using exact and deceptively similar mark to 'Anandam';

(b) A permanent injunction restraining the defendants by themselves, their servants, licensees, agents and distributors or any one claiming through them in any manner from committing 'Passing off' their products 'Edible and Gingelly oils' as and for or being connected with the business of the plaintiff's mark 'Anandham' by using the deceptively similar mark 'Anandam';

(c) directing the defendants to surrender to the plaintiff all the unsold goods and banners, labels, printed matters etc with the deceptively similar mark 'Anandam' containing or consisting of the offending sign board, labels together with the blocks or dyes used for the purpose of printing the same for destruction;

(d) directing the defendants to pay the plaintiff the cost of the suit.

For Plaintiff : Mr.P.C.N.Raghupathy

For Defendant : Mr.R.Sathish Kumar



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JUDGMENT

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Today when the matter is taken up for hearing, the learned Counsel for the plaintiff and the defendants have filed a Memorandum of Compromise recording the satisfaction of the suit claim and the settlement of *inter se* dispute between the plaintiff and the defendant.

2.The learned Counsel for the plaintiff submits that the parties have arrived at a settlement before the learned Mediator pursuant to the reference made by this Court on 07.12.2022. The parties have agreed for decree of the suit in terms of Para 22 (a) (b) (c) of the plaint and that the plaintiff is willing to give up the other relief sought by in Para 22 (d) of the plaint. The defendant is agreed for furnishing damages to the plaintiff in case of any undertaking.

3. The Memorandum of Compromise dated 10.02.2023 had been signed by the plaintiff and the defendants. It has also been signed by the learned counsel for the plaintiff and the defendant.



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4.Recording the same, the suit is decreed in terms of the memo

of compromise signed between the plaintiff and defendant. The copy of the memo of compromise is signed between the plaintiff and the defendant shall form part and parcel of the decree. No costs.

23.02.2023

Index : Yes/No

Internet : Yes/No

Speaking Order/Non-Speaking Order

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C.SARAVANAN, J.
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23.02.2023