



C.S.No.30 of 2023

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.06.2023

CORAM:

THE HONOURABLE Mr. JUSTICE S.SOUNTHAR

C.S(Comm. Div.)No.30 of 2023
and O.A.Nos.98 to 100 of 2023
and A.No.883 of 2023

Spalon India Private Limited,
Represented by its Managing Director
Mrs. Latha C Mohan,
2nd Floor, Saba House,
No.209/A, St. Mary's Road,
Alwarpet, Chennai – 600 018.

...Plaintiff

Vs.

Mr.Mohammed Naseem Rehmat Ali
and Mr.Aman,
Trading as Aman's Bounce Salon & Academy,
B-302, Grow More Bliss,
Malwani Femi CHS Limited,
Plot No.153, RSC-4, Malwani,
Malad (West), Mumbai,
Maharashtra – 400 095.

... Defendant

PRAYER: This Civil Suit is filed under Order VII Rule 1 of Civil Procedure Code, 1908 read with Order IV Rule 1 of O.S. Rules of the Madras High Court, Section 2(1)(c)(xvii) read with Section 7 of the Commercial Courts



C.S.No.30 of 2023

Act 2015 and Sections 27, 28, 29, 134, 135 Trademarks Act, 1999; praying to pass the judgment and decree:-

(a) A permanent injunction restraining the Defendant, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, service and in any other manner, directly or indirectly, dealing with any service in the name of “ BOUNCE Salon and Academy” and “BOUNCE/BOUNCE Hair & Beatuy Salon & Academy” which is deceptively similar or phonetically identical to the plaintiff's registered trademark “BOUNCE” amounting to an infringement of the plaintiff's registered trademarks bearing the application Nos. 1278997 under class 42, 2371476 under class 44, 2371477 under class 26, 2371478 under class 11, 2371479 under class 21, 2375804 under class 41, 2375805 under class 44, 3381492 under class 44, 3381493 under class 44 in any manner whatsoever.

(b) A permanent injunction restraining the Defendant, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, service and in any other manner, directly or indirectly, dealing with any service in the name of “ BOUNCE Salon and Academy” and “BOUNCE/BOUNCE Hair & Beatuy Salon & Academy” amounting to passing off in any manner whatsoever.



C.S.No.30 of 2023

WEB COPY

(c) A permanent injunction restraining the Defendant, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from using mark “ BOUNCE Salon and Academy” and “BOUNCE/BOUNCE Hair & Beatuy Salon & Academy” or any mark which is deceptively similar or phonetically identical to the plaintiff's registered trademark “BOUNCE” in any of the websites, domain names, social media platforms, email address, mobile application and other intermediaries in any language in any manner whatsoever.

(d) A preliminary decree be passed in favour of the plaintiff directing the Defendant to render true and proper accounts of the profits arising out of the amount of sales generated by the defendant in respect of their alleged activities bearing the mark “BOUNCE Salon and Academy” and “BOUNCE/BOUNCE Hair & Beatuy Salon & Academy” or any mark which is deceptively similar or phonetically identical to the plaintiff's registered trademark “BOUNCE” in any manner whatsoever.

(e) To grant order of delivery up for any brochures/printed material and /or any material bearing “BOUNCE Salon and Academy” and “BOUNCE/BOUNCE Hair & Beatuy Salon & Academy” which infringes plaintiff known registered trademark “BOUNCE”.

(f) Costs of such other relief as this Court may deem fit, in the circumstances of the case, in the interests of justice and equity.



WEB COPY



C.S.No.30 of 2023

For Plaintiff : Mr.M.S.Bharath

For Defendant : Mr.V.Sidharth

JUDGMENT

The learned counsel for the plaintiff and defendant submit that the dispute between the parties in the above suit has been amicably settled. The learned counsel also produced the Joint Compromise Memo signed by the Director of the plaintiff, Mrs.Latha C Mohan and the defendant dated 24.03.2023.

2. As per the terms of the Joint Compromise Memo, the defendant submits to the suit prayer (a), (b) and (c). On his part, the plaintiff agreed to give up the prayer (d) and (e) of the plaint. In respect of the prayer (f) in the plaint, the defendant agreed to pay a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) to the plaintiff.

3. The learned counsel for the plaintiff also submits that in pursuance of the Joint Compromise Memo entered between the parties, the defendant also paid a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) as agreed under



C.S.No.30 of 2023

Class 7 of the Joint Compromise Memo.

4. The Joint Compromise Memo is counter signed by the learned counsel for the plaintiff and the defendant by identifying the parties. Therefore, this Court is inclined to record the above Joint Compromise Memo. Accordingly, the suit is disposed of in terms of Joint Compromise Memo dated 24.03.2023. The Joint Compromise Memo shall part of the decree. No costs. Consequently, connected applications are closed.

08.06.2023

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Index:Yes/No

Speaking Order: Yes/No



WEB COPY



C.S.No.30 of 2023

S.SOUNTHAR, J.

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