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C.S.(Comm.Div).No.31 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.06.2023

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.S.(Comm.Div).No.31 of 2023

and

OA.Nos.104 to 106 of 2023 &
A.No.917 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.

Ahmed
trading as
B-Bounce Hair &
Beauty Studio
Shop No.69, Galleria Shopping Centre
Hiranandani Powai
Mumbai, Maharashtra 400 076.

... Defendant

Prayer: This Civil Suit is filed under Order VII Rule 1 of CPC, r/w Order IV Rule 1 of the Original Side Rules of the Madras High Court, Section 2 (1) (c)



(xvii) r/w Section 7 of the Commercial Courts 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 “B-BOUNCE” and/or B*BOUNCE which is deceptively similar or phonetically identical to the plaintiff's registered trademark “BOUNCE” amounting to infringement of the plaintiff's registered trademarks bearing the applications 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, and in any other manner, directly or indirectly, dealing with any products, services in the name of “B-BOUNCE” and/or B*BOUNCE amounting to passing off in any manner whatsoever.



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 the mark “B-BOUNCE” and/or B*BOUNCE or any mark which is deceptively similar and/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 “B-BOUNCE” and/or B*BOUNCE or any mark which is deceptively similar and / or phonetically identical to the plaintiff's registered trademark “BOUNCE” in any manner whatsoever.

e) To grant order of delivery up of any brochures/printed material and / or any material bearing “B-BOUNCE” and/or B*BOUNCE which infringes the plaintiff's registered trademark “BOUNCE”.

f) Costs of such other relief;

For Plaintiff	: Mr.M.S.Bharath
For Defendant	: Mr.U.Sidharth
	for Mr.Rahul Shankar



ORDER

Mr. U.Sidharth, learned counsel for the defendant submitted that

he has filed a vakalat for the defendant before the Registry.

2. The learned counsel for the plaintiff and the defendant filed a Joint Compromise Memo signed by the respective parties dated 12.04.2023. In terms of the Joint Compromise Memo, the defendant agrees to submit to the decree in respect of the suit prayers a, b & c. On his part, the plaintiff agrees and admits to give up the prayers d & e made in the plaint. In respect of the prayer f, with respect to prayer for damages and costs, the defendant also agreed that in the event of breach/violation of any clauses of the memorandum, he would pay a sum of Rs.10,00,000/- to the plaintiff as liquidated damages in addition to any other remedy available to the plaintiff.

3. The Joint Compromise Memo has been signed by the Managing Director of plaintiff's Company and the defendant. The same is attested by the Notary Public bearing Reg.No.1830 of 2023. The Joint Compromise Memo is countersigned by the counsel for the plaintiff and the defendant, identifying their respective parties.



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4. In view of the same, this Court is inclined to record the said memo of compromise and there shall be a judgment and decree in terms of the Joint Compromise Memo dated 12.04.2023. The Joint Memo of Compromise shall form part of the decree. No costs. Consequently, connected Miscellaneous Petitions are closed.

16.06.2023

Index : Yes / No

Internet : Yes / No

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S.SOUNTHAR, J.
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