



C.S.(Comm.Div.)No.62 of 2022

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.01.2023

CORAM

THE HONOURABLE MR.JUSTICE C.SARAVANAN

C.S.(Comm.Div.)No.62 of 2022

and

O.A.Nos.173, 174 & 175 of 2022

and

A.No.1445 of 2022

Patanjali Foods Limited,
Ruchi House, Royal Palms,
Survey No.169, Aarey Milk Colony,
Near Mayur Nagar, Goregaon (East),
Mumbai, Maharashtra - 400 065.

Also at:
Office No.601, Part B-2,
Metro Tower, 6th Floor,
Vijay Nagar, AB Road,
Indore, Madhya Pradesh - 452 010.
Through its Authorized Representative
Mr.T.Gajendra

(Amended as per order of this Court
dated 08.12.2022 in
A.No.5479 of 2022)

... Plaintiff

Vs



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EKAANDANTHAA AGRO FOOD,
NH-207 No.2/184, Bagalur Road,
Uliyalam Municipal Office,
Hosur, Avalapalli, Krishnagiri - 635 109.

... Defendant

Prayer: This Civil Suit is filed under Order IV Rule 1 of the Original Side Rules read with Order VII Rule 1 of the Code of Civil Procedure, 1908, Sections 27, 28, 29, 134 & 135 of the Trade Marks Act, 1999 and Sections 51, 55 & 62 of the Copyright Act, 1957 and Section 7 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, No.4 of 2016, prayed for a Judgment and Decree:-

a) A permanent injunction restraining the Defendant, themselves, its proprietor/directors/partners and other unknown persons as the case may be, successors-in-business, servants, agents, distributors, dealers, stockists, shop keepers, wholesalers, retailers, representatives, assigns and all other persons claiming through or under them from infringing the registered trademark RUCHI GOLD of the plaintiff by manufacturing, selling and/or distributing oil products including palm oil under an almost identical mark "KUSHE GOLDS" with similar colour scheme, getup, layout or any other similar or identical mark and in any other manner whatsoever;

b) A permanent injunction restraining the defendant, themselves, its proprietor/directors/partners and other unknown persons as the case may be, successors-in-business, servants, agents, distributors,



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dealers, stockists, shop keepers, wholesalers, retailers, representatives, assigns and all other persons claiming through or under them from manufacturing, selling, offering for sale and/or distributing oil products including palm oil which would amount to passing off their products as and for the plaintiff's products by using a deceptively similar mark "KUSHE GOLDS" with similar colour scheme, getup, layout or any other similar or identical mark and in any other manner whatsoever;

c) A permanent injunction restraining the defendant by themselves, their servants, agents, men, distributors or anyone claiming through them from committing acts of copyright infringement by making substantial reproduction of the plaintiff's registered copyright in the artistic work RUCHI GOLD label by use of deceptively similar colour scheme, get up and layout for their KUSHE GOLDS labels or in any manner whatsoever;

d) The defendant be ordered to surrender to the plaintiff for destruction all labels, cartons, containers, packaging materials, blocks, dyes, prints, screen prints, notices, pamphlets, advertisements, hoardings and other promotional materials bearing the mark "KUSHE GOLDS" which is identical to the plaintiff's registered trademark RUCHI GOLD;

e) Pass a preliminary decree in favour of the plaintiff directing the defendant for rendition of their accounts of sales and profits of the impugned goods sold by the defendant under the impugned mark "KUSHE GOLDS", and a final decree be passed in favour of the plaintiff for the amount of profit found to have been made by the defendant after such accounts are rendered;



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f) the defendant be ordered and decreed to pay to the plaintiff a sum of Rs.10,00,000/- as punitive and compensatory damages for committing acts of infringement of trademark and copyright and passing off of RUCHI GOLD;

g) An order as to costs of the proceedings.

For Plaintiff : Mr.P.Giridharan

For Defendant : Ms.Priya.V

JUDGMENT

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

2. The plaintiff and the defendant have agreed for the suit being decreed in terms of Paragraph No.34 (a), (b) and (c) of the plaint and the plaintiff has agreed to give up other reliefs sought by in Paragraph No.34 (d), (e), (f) and (g) of the plaint.



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3. The Joint Memo of Compromise dated 03.01.2023 had been forwarded to the Registry, in which, the Authorized Signatory of the plaintiff and the Partner/Manager of the defendant have signed. It has also been signed by the learned Counsel for the plaintiff and the defendant.

4. The terms of the Joint Memo of Compromise entered into between the parties are as follows:-

"a. The defendant has undertaken that they will change the get up, colour combination, placement of features and layout for the palmolein oil manufactured by them and shall also undertakes that the defendant will not use the same or similar colour combination, placement of features and layout in its product. The defendant further undertakes to not use the trademark "KUSHE GOLD" or any mark that is identical or deceptively similar to the plaintiff's mark.

b. The defendant further undertakes, they will not infringe, directly or indirectly, through their associates, sister concerns, dealers, manufacturer, distributors, retailers, ecommerce or through servants, agents, stockiest, assigns and representatives and all



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6. Considering the fact that the dispute has been resolved between the parties even before the issues were framed, Registry is directed to refund the Court Fee after due adjustments, under the provisions of the Tamil Nadu Court Fees and Suits Valuation Act, 1955. Consequently, connected O.A.Nos.173, 174 & 175 of 2022 and A.No.1445 of 2022 are closed.

23.01.2023

Index : Yes / No

Internet : Yes / No

Speaking Order/Non-Speaking Order

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C.SARAVANAN, J.

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