



C.S.(Comm.Div) No.84 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.07.2023

C O R A M

THE HONOURABLE Ms.JUSTICE P.T.ASHA

C.S.(Comm.Div) No.84 of 2023
and O.A.Nos.299 and 300 of 2023
and A.No.2191 of 2023

1. Mr.Pawan Kumar Santhaliaa,
Trading as M/s.Sri Shyam Store,
No.38, East Street,
Rayapuram, Tiruppur 641 601,
Tamil Nadu, India.
 2. M/s.Techno Sportswear Private Limited,
Rep by one of its Directors Mr.Sandeep Kumar,
No.120A, Kasipalayam Main Road,
Leeds International Compound,
Kasipalayam Main Road,
Vijayapuram Post, Nallur Village,
Tiruppur – 641 606,
Tamil Nadu, India
- .. Plaintiffs

-Vs.-

1. G.Kannan,
Trading as D.S.K.Garments,
No.12/3, Muruganathapuram East Street,
Near Vikas Vidhalaya School,
M.S.Nagar, Tiruppur 641 607,
Tamil Nadu, India.



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2 Hitler Fashions,
3225/58, NSC Bose Road,
Parrys,
Chennai 600 001
Tamil Nadu, India

.. Defendants

Plaint filed under Order VII Rule 1 C.P.C. Read with Order IV Rule 1 of Original Side Rules read with Sections 27,134 and 135 of the Trademarks Act, 1999 and Sections 51, 55 and 62 of the Copyright Act, 1957 praying to grant a judgment and decree on the following terms;

a) A permanent injunction restraining the Defendants, its directors, all their principal officers, staff, men, agent, servants, successors, assigns in business, representatives and any other person from passing off his/their goods by using the artistic work used by the Plaintiffs having the Trademark Application No.1819411  “TECHNO” (Registered trademark) and 5434922  , or any other word/words/log/artistic work/design/device that are identical or deceptively similar to that the Plaintiffs' trademark, artistic work, and products in respect of garments and thereby restraining the Defendants in any manner from passing off and thus render justice.

b) A permanent injunction restraining the Defendants, all his principal officers, staff, men, agent, servants, successors, assigns in business, representatives and any other person from infringing the Copyright of the Plaintiffs by using the artistic work used by the Plaintiffs having the Trademark Application



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Nos.1819411 “TECHNO  (Registered trademark) and 5434922

 or any other word/words/logo/artistic work/design/device that are identical or deceptively similar to that of the Plaintiffs' trademark, artistic work, and products in respect of garments and thereby restraining the Defendants in any manner infringing the Copyright and thus render justice.

c) That the Defendants be ordered and directed to pay the Plaintiffs a sum of Rs.5,00,000/- (Five Lakhs Only) by way of damages.

d) A Preliminary Decree be passed in favor of the Plaintiffs directing the Defendants to render a true and faithful accounts of all profit made by them, using the Plaintiffs' said Trademark & Copyright and a final decree be passed in favour of the Plaintiff for the amount of profit thus found to have been made by the Defendants, together with interest, after the Defendants has rendered accounts.

e) That the Defendants be directed to deliver-up to the Plaintiffs' for destruction, all labels, all other print materials, stickers, signage, visiting cards, letter heads, catalogues, pamphlets, brochures, all other advertising and promotional material, all stationary, and such other material used for Passing Off and violating Plaintiffs' Trademark and Copyright.

f) For costs of the suit;



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For plaintiffs : Mr.Ramesh Ganapathy
For Defendant-1 : Mr.N.R.Srinath
For Defendant-2 : Given up as per Memo
dated 14.07.2023

JUDGMENT

A compromise has been entered into between the plaintiffs and the first defendant and the terms of compromise has been reduced into a Joint Compromise Memo dated 26.06.2023 signed at Tiruppur and it has also affixed with Notarial Stamp. The said Joint Compromise Memo is taken on file.

2.A Memo dated 14.07.2023 has been filed by the plaintiff, in which, they have stated that they are giving up the prayer paragraph 46(c), (d), (e) and (f) of the plaint against the second defendant. The said Memo is taken on file. The Joint Compromise Memo dated 26.06.2023 is signed by the plaintiffs and the first defendant and also by their respective counsels.



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3. Accordingly this Civil Suit is decreed in terms of the Joint Compromise Memo dated 26.06.2023 in respect of the first defendant. No costs. The terms of Joint Compromise Memo dated 26.06.2023 signed by the plaintiffs and the first defendant shall form part and parcel of this judgment and decree. The suit against the second defendant is given up in respect of the prayer paragraph 46(c), (d), (e) and (f) of the plaint. Consequently, connected applications are closed.

14.07.2023

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