



C.S.(Comm.Div.).No.91 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.07.2023

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THE HONOURABLE Ms. JUSTICE P.T. ASHA

C.S.(Comm.Div.).No.91 of 2023

and

O.A.Nos.341 & 342 of 2023

& A.No.2357 of 2023

N.Ranga Rao & Sons Pvt. Ltd.
PB No.52, Vani Vilas Road, Mysore-570004
and also at
T.S. - 109, Block, No.3, Poomagal,
5th Street, Eddaduthangal, Chennai – 600097.

...Plaintiff

Vs.

S.Murugan
trading as Sundaraj Match Works,
2/109, Sivasangupatti, Eleyirampennai,
Virudhunagar – 626201.
and also at
D.No.2/110, Sivasangupatti, Eleyirampennai,
Sattur, Taluk, Virudhunagar – 626201.

...Defendant

PRAYER: **Plaint** is filed under under Order IV Rule 1 of the O.S Rules.
read with Order VII Rule 1 of CPC, 1908 as amended by Commercial
Courts Act, 2015 along with Sections 27, 28 and 29, 134, and 135 of
Trademarks Act, 1999, praying to pass the judgment and decree:-



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a. Granting a permanent injunction restraining the Defendant by themselves, their men, servants, agents or anyone claiming through or under them from in any manner infringing the Plaintiff's registered trademarks CYCLE and the device of 'Cycle' through use of the mark(s) CYCLE and/or the device of 'Cycle' or any other mark or marks that are in anyway identical or deceptively similar to the Plaintiff's registered trademarks CYCLE and the device of 'Cycle', by manufacturing or selling or offering for sale or exporting or offering to export or advertising, either online or offline or in any other manner whatsoever;

b. Granting a permanent injunction restraining the Defendant by themselves, their men, servants, agents or anyone claiming through or under them from in any manner passing off their products, under the trademark(s) CYCLE and/or the device of 'Cycle' or any other mark or marks that are in anyway identical, deceptively similar to the Plaintiff's prior adopted trademarks CYCLE and the device of 'Cycle', by manufacturing or selling or offering for sale or exporting or offering to export or advertising, either online or offline or in any other manner whatsoever:



c. Directing the Defendant to render a true and faithful accounts of the profits earned by the Defendant through sale or export of products bearing the trademark(s) CYCLE and / or the device of 'Cycle' and direct payment of such profits to the Plaintiff for the acts of infringement and passing off committed by the Defendant;

d. Directing the Defendant to surrender to the Plaintiff of all the goods, including the entire stock of unused offending labels, bearing the trademark(s) CYCLE and / or the device of 'Cycle' along with the blocks, dyes, or plates for destruction;

e. Directing the Defendant to pay to the Plaintiff the cost of the suit; and

f. Pass such further order or orders as may be deemed fit and proper to the circumstances of the case.

For Plaintiff : M/s.Rajesh Ramanathan

For Defendant : M/s.R.Sathish Kumar



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JUDGMENT

The plaintiff and the defendant have entered into a compromise which has been reduced into writing in a Memorandum of Compromise dated 30.06.2023. The Memorandum of Compromise is signed by the plaintiff and the defendant and also by their respective counsels. The said Memorandum of Compromise dated 30.06.2023 is taken on file.

2. Accordingly this Civil Suit is decreed in terms of the Memorandum of Compromise dated 30.06.2023. The terms of Memorandum of Compromise signed by the plaintiff and the defendant shall form part and parcel of this judgment and decree. Consequently, connected applications are closed. No Costs.

12.07.2023

Index : Yes/No
Internet : Yes/No
Neutral Citation : Yes/No
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P.T. ASHA, J,

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