



(T)OP(TM)/120/2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.08.2023

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

(T)OP(TM)/120/2023 (ORA/8/2014/TM/CH),

(T)OP(TM)/123/2023 (ORA/11/2014/TM/CH)

&

(T)OP(TM)/126/2023 (ORA/14/2014/TM/CH)

Pioneer Bakeries (P) Ltd.

Poondurai Road, Moolapalayam, P.O.

Erode 638 002.

... Petitioner in all OPs

-vs-

1.New Hope Food Industries Pvt. Ltd.

Chinna Sadayam Palayam,

Moolapalayalam Post,

Erode 638 002.

2.The Registrar of Trade Marks,

Office of the Registrar of Trademarks,

Guindy

Chennai-600 032.

... Respondents in all OPs

PRAYER in (T)OP(TM)/120/2023: Transfer Original Petition

(Trademarks) filed under Sections 47/57/125 of the Trademarks Act,

1999, prays to cancel the registered Trademark No.1242335 in class

30, allow this application, award costs of this proceedings be



(T)OP(TM)/120/2023

awarded to the petitioners.

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PRAYER in (T)OP(TM)/123/2023: Transfer Original Petition (Trademarks) filed under Sections 47/57/125 of the Trademarks Act, 1999, prays to cancel the registered Trademark No.1583672 in class 30, allow this application, award costs of this proceedings be awarded to the petitioners.

PRAYER in (T)OP(TM)/126/2023: Transfer Original Petition (Trademarks) filed under Sections 47/57/125 of the Trademarks Act, 1999, prays to cancel the registered Trademark No.1583671 in class 30, allow this application, award costs of this proceedings be awarded to the petitioners.

For Petitioner : Mr.Mohamed Wasif Khan, N.
(in all OPs)

For Respondents : Mr.Arun C. Mohan for R1
(in all OPs) Mr.K.Subbu Ranga Bharathi, CGST for R2

COMMON ORDER

Learned counsel for the petitioner and learned counsel for the first respondent have filed a joint memorandum dated 07.08.2023.



(T)OP(TM)/120/2023

Annexed thereto is a Settlement Agreement Memorandum of Understanding dated 26.03.2018. In relevant part, the said agreement provides as under:

*“2. PBPL acknowledges NHFIPL as the proprietor of the mark 'MILKA' only for cakes in respect of Class 30, as described in **SCHEDULE A** to this Agreement. PBPL and their associated entities shall from this date confirm that they will not use the Trade Mark only for cakes in respect of Class 30 as described in **SCHEDULE A** to this Agreement. Provided however, NHFIPL and their associated entities shall from this date confirm that they will not use the Trade Mark “MILKA” for any other product in respect of Classes 29, 30 and 31.*

3. Both parties agree to cooperate with each other to file appropriate applications to record the terms of this Compromise and close all the pending legal proceedings and further assures to co-operate in the event, there is any requirement in future with regard to filing further affidavits,



(T)OP(TM)/120/2023

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applications and other documents relating to the disputes arising out of the aforementioned trademarks/copyrights before all Courts/Tribunals, Registrar of Trademarks/Registrar of Copyrights at any point of time as and when requested by the other party."

2. In view of the settlement, no adjudication is necessary and these petitions may be disposed of in terms of the settlement. Consequently, (T)OP(TM)/120/2023, (T)OP(TM)/123/2023 and (T)OP(TM)/126/2023 are disposed of in terms of the settlement. The said Settlement Agreement dated 26.03.2018 shall form an integral part of this order. There shall be no order as to costs.

07.08.2023

Index : Yes / No
Internet : Yes / No

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(T)OP(TM)/120/2023

SENTHILKUMAR RAMAMOORTHY,J

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(T)OP(TM)/120/2023 (ORA/8/2014/TM/CH),
(T)OP(TM)/123/2023 (ORA/11/2014/TM/CH)
&
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