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C.S.(Comm.Div.).No.110 of 2023



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.07.2023

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THE HONOURABLE Ms. JUSTICE P.T. ASHA

C.S.(Comm.Div.).No.110 of 2023
and O.A.Nos.2604 & 2605 of 2023
and A.Nos.421 & 422 of 2023

M/s.Tractors and Farm Equipment Limited

Having Registered Office at:

861, Anna Salai,

Chennai – 600002

Also carrying business at

No.77, Nungambakkam High Road,

Chennai-600034

Rep. By its Authorised Signatory.

...Plaintiff

Vs.

M/s.Shree Gurukripa Hotels Pvt. Ltd.

Sadguru Fast Foods, Opp. BMC Office,

Jewel of Chembur Road No.1

Chembur,

Mumbai-400071

Rep. By its authorised signatory

...Defendant

PRAYER: **Plaint** is filed under under Order VII Rule 1 C.P.C. read with Order IV Rule 1 of High Court Original Side Rules and Sections 134 & 135 of the Trademarks Act, 1999, and Section 7 of the Commercial Courts Act, 2015 praying to pass the judgment and decree:-



A. For a permanent injunction restraining the Defendant, by themselves, their heirs, legal representatives, successors-in-business, agents, servants, distributors or any one claiming through them from in any manner infringing the Plaintiff's registered trademark TAFE by using the mark TAFE TERRACE CAFÉ BY SADGURU or any other deceptively similar mark in any manner whatsoever causing infringement to the Plaintiff's registered trademark as described in the Schedule to the Complaint.

B. For a permanent injunction restraining the Defendant, by themselves, their heirs, legal representatives, successors-in-business, agents, servants, distributors or any one claiming through them in any manner whatsoever from passing off and enabling others to pass off the Defendant's business as that of the Plaintiff's by using the mark TAFE TERRACE CAFÉ BY SADGURU or any other mark or trade name which is deceptively similar or identical to the Plaintiff's trademark TAFE in any manner whatsoever.

C. Directing the Defendant to surrender to the Plaintiff all the products and stocks with the offending labels, together with the blocks, dies, name boards, sign boards, etc., for destruction.

D. Directing the Defendant to render true and faithful accounts of the profits earned by her through the sale of the products bearing the offending trademark labels and directing payment of such profits to the Plaintiff.



E. Directing the Defendant to pay to the Plaintiff a sum of Rs.3,00,000/- as damages for committing acts of infringement of trademark and passing off.

F. Grant such further or other reliefs as this Hon'ble Court may deem it fit and proper under the circumstances of the case.

For Plaintiff : M/s.Y.K.Aiswarya for M/s.Surana & Surana

For Defendant : M/s.N.Santosh Nagarajan

JUDGMENT

The plaintiff and the defendant have entered into a compromise which has been reduced into writing in a Joint Compromise Memo dated 10.07.2023. The Joint Compromise Memo is signed by the plaintiff and the defendant and also by their respective counsels. The said Joint Compromise Memo dated 10.07.2023 is taken on file.



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2. Accordingly this Civil Suit is decreed in terms of the Joint Compromise Memo dated 10.07.2023. The terms of Joint Compromise Memo signed by the plaintiff and the defendant shall form part and parcel of this judgment and decree. Consequently, connected applications are closed.

No Costs.

11.07.2023

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

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