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C.S. No.501 of 2014

THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.11.2023

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. No.501 of 2014

Apollo Hospitals Enterprise Ltd.

Rep. By Manager Legal

S.M. Mohan Kumar

....

Plaintiff

VS

1. Apollo Diagnostic Centre

D.No.10-15-1A, K.K. Layout,

Tirupati

Rep. by Proprietor

E. Subramanayam Reddy (Deceased)

2. E. Sudhakar Reddy

3. C. Anasuyamma

4. E. Madhusudan

5. Rayappa Rani

6. P. Suhasini

7. E. Bhavani

...

Defendants

Prayer : Plaintiff filed under Order VII Rule 1 of CPC, Order IV Rule 1 of OS Rules r/w Sections 27, 28, 29, 134 & 135 of the Trade Marks Act, 1999 to grant a judgment and decree against the defendant on the following terms :

a. Permanent injunction restraining the defendant, its men, agents, partner, associate, officer, representative, servant and all other persons



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acting on Defendant's behalf from in any manner infringing the plaintiff's registered Trade Mark "Apollo".

b. Permanent injunction restraining the defendant, its men, agents, partner, associate, officer, representative, servant and all other persons acting on defendant's behalf from in any manner passing off their services as that of the plaintiff's by using the plaintiff's mark "Apollo".

c) The defendant be directed to surrender to the plaintiff all materials, media, etc. whether for advertising or any other purpose which contain or bear the plaintiff's registered trademark;

d) The defendant be directed to render accounts of profits of the defendant in favour of the plaintiff to examine and ascertain the profits made by the defendant, and thereafter on enquiry final decree be passed and or an order for rendition of accounts of profits made by the defendant by using the mark "Apollo" towards damages as and when ascertained to be awarded to the plaintiff and against the defendant on account of use of the offending trade mark.

e) Award damages of Rs.25,00,000/- (Rupees Twenty Five Lakhs only).

f) An order for costs of the proceedings.



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For Plaintiff : Mr.P. Giridharan

For Defendants : Mr.Prasanna Venkatesh
for M/s.APR Associates

JUDGEMENT

Both the learned counsels have placed before this Court, a joint Memorandum of Compromise, dated 02.11.2023 entered into between the parties to the suit. As per the joint Memorandum of Compromise, the parties have settled the dispute amicably. The joint Memorandum of Compromise has been signed by the second defendant on behalf of the first defendant. The remaining defendants are unnecessary parties to the present dispute as they are not running the first respondent diagnostic centre. Both the learned counsels have also counter signed the joint Memorandum of Compromise, dated 02.11.2023.

2. In terms of the joint Memorandum of Compromise, dated 02.11.2023, the suit is disposed of. The joint Memorandum of Compromise, dated 02.11.2023 shall form part of this judgment. Since the physical copy of the joint Memorandum of Compromise, dated 02.11.2023 has been accepted by this Court, the learned counsel for the plaintiff is directed to file the same through online also.



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3. Registry is directed to issue the judgment copy only when the learned counsel for the plaintiff has filed the Joint Memorandum of Compromise, dated 02.11.2023 in the online mode also.

17.11.2023

Index: Yes/ No
Speaking order / Non speaking order
Neutral citation : Yes / No
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ABDUL QUDDHOSE, J.

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