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C.S.(Comm.Div.) No.410 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.12.2023

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm.Div.) No.410 of 2020

M/s.Y.V.Seshachalam & CO,
A partnership firm represented by its
Partner Mr.Y.V.Niranjana Krishna,
No.138, Audiappa Street,
Chennai-600 001.

... Plaintiff

VS.

1. M/s.Sathyam Agro Products,
Sennimalaipalayam,
Kangeyam Road,
Tirupur-641 606.

2.M/s.Rasi Stores,
No.46-A, Old market street,
Tirupur-641 604,
Coimbatore District.

... Defendants

PRAYER: Complaint filed under Order IV Rule 1 of OS Rules and Order VII
Rule 1 of C.P.C. R/W Sections 27, 28, 29, 134 and 135 of the Trade Marks
Act, 1999 and Sections 51, 55 and 62 of the Copyright Act, 1957 and



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Sections 2(1)(c)(xvii) and 7 of the Commercial Courts Act, 2015, prayed for

Judgment and Decree:-

(a) For permanent injunction restraining the defendants by themselves, their agents, servants or anyone claiming through them from in any manner infringing the plaintiff's Registered Trade Mark “GOPURAM” along with the device of temple tower as described in the schedule hereunder by using the offending Trade Mark “TANGA GOPURAM” along with the device of temple tower or any other mark, label or device, either separately or as a combination thereof, which is identical or deceptively similar to or a colourable imitation of the plaintiff's trademark “GOPURAM” and/or the device of temple tower;

(b) For permanent injunction restraining the defendants their men, agents, servants or anyone claiming through them from in any manner infringing the plaintiff's copyright over the artistic work in the trademark label GOPURAM by using the offending trademark label/trade dress or any other mark, label/label dress, which is identical or substantial reproduction of the first plaintiff's artistic work in the trademark label/trade dress GOPURAM;



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(c) For permanent injunction restraining the defendants, by themselves, their servants or agents or anyone claiming through it from in any manner passing off its products as that of the plaintiff by using the offending trademark “TANGA GOPURAM” and the device of temple tower, either separately or as a combination thereof or any other trademark which is identical or deceptively similar to that of the plaintiff's trade mark “GOPURAM” and/or along with the device of temple tower either by manufacturing or selling or offering for sale or in any way advertising the same;

(d) Directing the defendants to surrender to the plaintiff, all the infringing goods, including the stock of unused offending labels together with the blocks and dyes, name boards, signboards, stationery, promotional materials etc., for destruction;

(e) Directing the defendants to render true and faithful account of the profits earned by it using the offending trademark “GOPURAM” along with the device of temple tower and pay such profits to the plaintiff as damages;

(f) Directing the defendants to pay to the plaintiff the cost of the suit.



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For Plaintiff : Mr.Prasanna Venkat
for M/s.APR Associates

For Defendants : Mr.A.K.Rajaraman
Mr.R.Sathish Kumar

J U D G M E N T

The parties have reached a settlement and recorded the terms thereof in the Memo of Compromise dated 14.12.2023. The said Memo of Compromise has been signed by the respective partners of the plaintiff and each defendant. Learned counsel for the respective parties have also signed the Memo of Compromise. In the Memo of Compromise, the plaintiff has agreed to withdraw the rectification petition initiated in respect of Trade Mark No.1287774 in Class 30. The defendants have acknowledged that the plaintiff is the registered proprietor of the trade mark 'GOPURAM' in Class 3, 29 and 30. Consequently, the defendants have agreed to withdraw the opposition against Trade Mark Application No.4680078 in Class 30. Apart from the above, the parties have also recorded their agreement on other related issues. I see no legal impediment to the issuance of a decree in terms of the Memo of Compromise.



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2. Therefore, C.S.(Comm.Div.)/410/2020 is decreed in terms of

Memo of Compromise dated 14.12.2023 which shall form an integral part of the decree. In view of the settlement, there will be no order as to costs.

15.12.2023
(1/2)

Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No

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SENTHILKUMAR RAMAMOORTHY,J

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