



Company Appeal No.28 of 2009
and
C.S. No.953 of 2003

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.02.2024

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Company Appeal No.28 of 2009
and
C.S. No.953 of 2003

Company Appeal No.28 of 2009

1.Lammertz Industrienadel GmbH
a company incorporated under laws of
Germany and having its
principal office at
Reichsweg 19-42
Aachen,
Germany.

... Appellant

Versus

1. Altek Lammertz Needles Ltd.,
represented by its Managing Director
and
Company Secretary Mr.S. Ganesh
having its registered office at
Flat No.30, Padmalaya Towers,
64, Janaki Avenue,
MRC Nagar, Chennai - 600 028.

2 Mr.S. Ganesh,
Flat No.30,
Padmalaya Towers
64, Janaki Avenue,
MRC Nagar,
Chennai-600 028.



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3. Mrs. Rajalakshmi Ganesh
Flat No.30, Padmalaya Towers,
64, Janaki Avenue,
MRC Nagar,
Chennai-600028

4. Madras Needles Pvt. Limited
having its registered office at
3/27, Vandalur Road, Keelambakkam
Kancheepuram District

... Respondents

Prayer : This appeal is filed under Section 10 F of the Companies Act, 1956 to set aside the impugned order of the CLB and allow the petition filed by the Appellant before the CLB and further direct the Respondents to sell their shareholding in Altek to Lammertz (to be valued on the basis of the shareholding as it existed prior to the issuance of shares to Madras Needles) and pass such other order(s) as may be deemed fit.

For Appellant : Mr.C.D. Mulherkar

For Respondents : Ms.Jayanthi Venkatesh

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M/s.Altek Lammertz Needles Ltd.,
Rep. by its Managing Director,
Mr.S. Ganesh
Flat 3 C Padmalaya Towers,
64, Janaki Avenue,
MRC Nagar,
Chennai 600 028.

.... Plaintiff



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Vs.

1. M/s. Rheinnadel GMBH,
Rep. by its Managing Director
Mr.K.P. Pavel,
Reichsweg 19 - 42,
52015,
Aachen,
Germany.

2. M/s.Rhein-Maschinenadel GmbH,
Rep. By its Managing Director,
Mr.G F Krieger,
Postfach, 1408, 52015, Aachen,
Reichsweg 19 - 42,
Germany.

3. M/s.Lammertz Industrienadel GmbH.,
Rep. by its Managing Director,
Mr.G.F. Krieger
Reichsweg 19 - 42,
52015,
Aachen, Germany.

4. Beka Maschinenadel GmbH,
Reichsweg 19 - 42,
52015, Aachen,
Germany.

5. Muva Maschinenadel GmbH,
Reichsweg 19 – 42,
52015, Aachen,
Germany.

6. Mr.K.P. Pavel
Reichsweg 19-42,
52015,
Aachen, Germany.



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7. Mr. G. F. Krieger
Reichsweg 19 – 42,
52015,
Aachen, Germany.

8. M/s.Groz Beckert KG,
D-72458, Albstadt,
Parksweg2,
Germany.

9. M/s.Groz Beckert Asia Ltd.,
133-134, Industrial Area Chandigarh,
India.

... Defendants.

PRAYER :-PLAINT FILED UNDER ORDER IV RULE 1 OF THE O.S.
RULES READ WITH SECTION 134 AND 134 OF TRADE MARKS
ACT, 1999, AND ORDER VII RULE 1 OF THE CPC, 1908 to pass a
judgment and decree:

(a) Declaring (that the agreement between the Rheinnadel group
and the 8th defendant purporting to sell the trade marks Beka, Muva,
Lammertz and Rhein and the machinery of the former to the 8th
defendant is illegal.

(b) declaring that the plaintiff is entitled to exclusively use the
trademarks Beka, Muva, Rhein and Lammertz until the year 2010 in
terms of the agreements between the Rheinnadel group (defendants 1 to
5 herein) and the plaintiff, and in terms of the agreement embodied in the



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minutes of the meeting dated 29th August 2000;

(c) permanent injunction restraining the defendants and its nominees and assignees from using, assigning or interfering with the use of the marks Lammertz, Rhein, Beka, Muva by the plaintiff for sewing machine needles during the aforesaid period

(d) mandatory injunction directing the defendants to supply the machinery agreed to be supplied by the defendants 1 to 5 under the machinery supply agreement dated 17.12.1998;

(e) costs of the suit;

(f) pass such further or other orders as may be deemed fit in the circumstances of the case.

For Plaintiff : Ms.Jayanthi Venkatesh

For Defendants : Mr.C.D. Mulherkar

COMMON JUDGMENT

The plaintiff and the defendants, excepting for defendants 8 & 9 in the suit C.S. No.953 of 2003 have amicably resolved the dispute amongst themselves. The learned counsel appearing for the respective parties who have amicably resolved the dispute amongst themselves have



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filed a Settlement Agreement, dated 14.01.2024, which is taken on record. The Settlement Agreement has been signed by the plaintiff's authorised representative and the 3rd defendant's authorised representative and their signatures have been attested by witnesses, one on the side of the plaintiff and the other on the side of the 3rd defendant in the suit. The 3rd defendant is the appellant in Company Appeal No.28 of 2009, which is also listed before this Court today, pursuant to the administrative directions issued by the Hon'ble Chief Justice.

2. The Company Appeal No.28 of 2009 and the C.S. No.953 of 2003 are connected matters.

3. As seen from the terms of Settlement Agreement, dated 14.01.2024, which has been placed on record before this Court, payments will have to be made by the plaintiff in the suit C.S.No.953 of 2003 to the 3rd defendant and the said payments depends upon obtaining statutory clearances from Reserve Bank of India and other statutory authorities. As seen from the Settlement Agreement, dated 14.01.2024, the plaintiff in C.S. No.953 of 2003 desires to continue the prosecution of the suit in C.S. No.953 of 2003 as against defendants 8 & 9 as they have not agreed for any amicable settlement.



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4. In terms of the Settlement Agreement, dated 14.01.2024, the suit C.S. No.953 of 2003 filed against the defendants 1 to 7 shall stand disposed of. The Settlement Agreement, dated 14.01.2024 shall form part of this Judgement. Similarly, the Company Appeal No.28 of 2009 filed by the 3rd defendant in the suit C.S. No.953 of 2003, who is a party to the Settlement Agreement, dated 14.01.2024 is dismissed as settled out of Court in terms of the Settlement Agreement, dated 14.01.2024. However in view of the fact that certain payments agreed upon to be paid by the plaintiff in the suit C.S. No.953 of 2003 to the 3rd defendant depends upon the obtaining statutory clearances from the Reserve Bank of India and other statutory authorities, the suit C.S. No.953 of 2003 is directed to be listed by the Registry “for reporting compliance” on 04.11.2024 as the deadline for making the payments falls on 31.10.2024.

5. Post the matter for reporting compliance of the Settlement Agreement, dated 14.01.2024 on **04.11.2024**. However, it is made clear that in case payments have not made by the plaintiff in C.S. No.953 of 2003 to the defendant in terms of the Settlement Agreement, dated 14.01.2024, the 3rd defendant is granted liberty to revive the Company



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Appeal viz., Company Appeal No.28 of 2009. The Settlement Agreement, dated 14.01.2024 holds good for all the defendants excepting the 8th & 9th defendant. Liberty is granted to both the parties to re-agitate their rights as claimed in the suit as well as in the Company Appeal, in case there is a breach committed by one of the parties to the Settlement Agreement, dated 14.01.2024. The suit shall continue as against 8th & 9th defendants alone.

20.02.2024

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

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