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C.S. (COMM. DIV.) No.40 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.02.2024

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. (COMM. DIV.) No.40 of 2023

and

A. No.30 of 2024

Matrimony.com Ltd.

Represented by its Authorised Signatory
and Vice President-Legal Mr. Krishnan K

.. Plaintiff

vs.

1. Elite Matrimony Bureau Pvt Ltd.
Represented by its Authorised Signatory,
Plot No. 133, Ground Floor,
Pocket B-1, Sector 36,
Rohini Delhi-110 042.

Also at
D-24, First Floor,
Defence Colony,
South Delhi-110 024.

2. Elite Marriage Bureau Pvt Ltd.
Represented by its Authorised Signatory,
Plot No. 133, Ground Floor,
Pocket B-1, Sector 36,
Rohini Delhi-110042

Also at
D-24, First Floor,
Defence Colony
South Delhi-110024

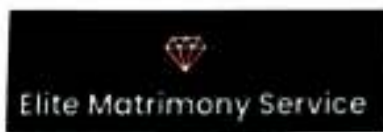
..Defendants



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PRAYER : PLAINT FILED UNDER ORDER VII RULE 1 CPC READ WITH ORDER IV RULE 1 OF THE ORIGINAL SIDE RULES OF THE MADRAS HIGH COURT, SECTION 2 (1) (C) (xvii) READ WITH SECTION 7 OF THE COMMERCIAL COURTS ACT, 2015 and SECTION 135 TRADEMARKS ACT, 1999 to grant a judgment and decree on the following terms :

- a. A permanent injunction restraining the Defendants, their Directors, employees, officers, servants, agents and all others acting for and on their behalf from providing any service or dealing with any products either by manufacturing, selling, distributing, exporting, advertising, offering for sale, and in any other manner, directly or indirectly, dealing with any products in the name and/or by use of the marks "ELITE MATRIMONY, ELITE MATRIMONY BUREAU, ELITE CLASS MATRIMONY, ELITE MARRIAGE, ELITE MARRIAGE BUREAU,



and



amounting to passing off of the Plaintiff's trademark **ELITEMATRIMONY** in any manner whatsoever.

- b. A permanent injunction restraining the Defendants their directors, employees, officers, servants, agents and all others acting for and their behalf are restrained from directly or indirectly, operating, registering, reviewing, effectuating transfer, assignment, transmission or change in ownership of and permanently block the impugned domain name/website of Defendants www.elitematrimony.com, https://www.eliteclassmatrimony.in, www.elitemarriagebureau.com or any other domain names that are deceptively similar / identical to the Plaintiff's trademark "ELITEMATRIMONY" in any of the Defendant's websites, email address, domain names, company name, corporate name, social media platforms, mobile application and other intermediaries in any language in any manner whatsoever.

- c. A preliminary decree be passed in favour of the Plaintiff directing the Defendant to **render true and proper accounts** of the profits arising out of the amount of sales generated by the defendant in respect of their alleged activities bearing the mark "ELITE MATRIMONY" and / or



and



or any other mark which is deceptively similar and or phonetically identical to the Plaintiff's trademark "ELITEMATRIMONY" in any manner whatsoever.



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- d. To grant order of **delivery up** of any brochures/ printed material and/or any material bearing “ELITE MATRIMONY, ELITE MATRIMONY BUREAU, ELITE CLASS MATRIMONY, ELITE MARRIAGE, ELITE

MARRIAGE BUREAU and / or



and



from

passing off the Plaintiffs’ trademark “ELITEMATRIMONY”.

- e. Costs of such other relief as this Hon’ble Court may deem fit, in the circumstances of the case, in the interests of justice and equity.

For Plaintiff : Mr.M.S. Bharath

For Defendants : Mr.C.K.V. Dhruva

JUDGMENT

All the parties have arrived at an amicable settlement. They have filed a Memorandum of Compromise, dated 09.02.2024 before this Court. All the parties have signed the said Memorandum of Compromise and their learned counsels have also countersigned it. The Memorandum of Compromise, dated 09.02.2024 is recorded. In terms of the Memorandum of Compromise, dated 09.02.2024, this suit is decreed.



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The Memorandum of Compromise, dated 09.02.2024 shall form part of the judgement and decree.

2. The learned counsel for the defendants on instructions would also submit on instructions that the 1st defendant will either wind up the 1st defendant Company through voluntary winding up or change the name of the 1st defendant Company. Consequently, connected application is closed.

12.02.2024

Index: Yes/ No

Speaking order / Non speaking order

Neutral citation : Yes / No

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ABDUL QUDDHOSE, J.

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