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C.S. (Comm. Div) No.35 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.03.2024

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. (Comm. Div) No.35 of 2024

and

O.A. No.121 of 2024

and

A. No.1013 of 2024

M/s. SANGEETHA CATERERS
AND CONSULTANTS LLP

Represented by its Designated Partners:

1. Mr. P. Rajagopal

2. Mr. P. Suresh

...Plaintiff

vs.

M/s. SANGEETHAM

House of Veg

Rep. by its Proprietor:

S. NIMESH EDWIN

No. 19, D5, Tuticorin Main Road,

Veerapandianpattinam, Thiruchendur

Pin Code: 628 216.

.... Defendant

Prayer : PLAINT FILED UNDER ORDER IV RULE 1 OF O.S. RULES
AND ORDER VII RULE 1 OF CPC READ WITH SECTION 27, 134
AND 135 OF THE TRADEMARKS ACT 1999 & PROVISIO 1 OF
SECTION 7 OF THE COMMERCIAL COURTS ACT, 2015.

(A) a permanent injunction restraining the defendants, their legal
representatives, their successors in business, assigns, franchisees,



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servants or agents from operating the restaurant business by infringing the plaintiffs registered trademarks Sangeetha with Veena Mark, SVR Sangeetha Veg. Restaurant SVR, Sangeetha Veg. Restaurant (with a VEENA MARK). "SVR Sangeetha EXPRESS" and "Sangeetha Veg Express" or by use of confusingly similar or any other mark deceptively and identically similar to the Plaintiff's registered trademark or in any other manner whatsoever,

(B) a permanent injunction restraining the defendants, their legal representatives, their successors in business, assigns, franchisees, servants or agents from operating restaurant business by the name "SANGEETHAM House of Veg with a logo "S" from committing the act of passing off and enabling others in passing off the restaurant business in the deceptively similar mark which is identical to the plaintiff's registered trademark in any manner whatsoever,

(C) the defendant be ordered to surrender to the plaintiff for destruction of all their packing containers, card board boxes, packing materials, covers and carry bags, screen prints, bills, sign boards, billing software, menu cards, and any other material in their possession bearing the mark "SANGEETHAM", House of Veg with a logo "S" which is identical to the plaintiff's registered trademark:

(D) directing the defendants to render the rendition of their accounts from the date of commencement of their restaurant till the date of filing of the plaint;

(E) the defendant be ordered to pay to the plaintiffs a sum of Rs. 10,00,000/-(Rupees Ten Lakhs Only) as damages for their wrongful and illegal act by use of the registered trademark:



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(F) for cost of the suit; and

(G) for such further and other reliefs.

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For Plaintiff : Mr.L.Rajasekar

For Defendant : Mr.Vishnuram

JUDGMENT

Both the learned counsels on instructions have placed before this Court a Memorandum of Compromise signed by the defendant and unsigned by the plaintiff. However, the learned counsel for the plaintiff on instructions would submit that the plaintiff is agreeable to the terms of compromise mentioned in the Joint Compromise Memo, dated 25.03.2024, signed by the defendant and counter-signed by the defendant's counsel.

2. Since both the parties have agreed to the terms contained in the Joint Compromise Memo, dated 25.03.2024 signed by both the parties and counter-signed by their respective counsels, the same is incorporated below :



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IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)

C.S. (Comm) No. 35 of 2024

M/s. SANGEETHA CATERERS AND CONSULTANTS LLP

Represented by its Designated Partners:

1. Mr. P. Rajagopal
2. Mr. P. Suresh

Having their Registered Office at:

No. 7, Gandhi Nagar, 1st Main Road, 4th Floor,
Adyar, Chennai- 600 020

... Plaintiff

-Vs-

M/s. SANGEETHAM

House of Veg

Rep. by its Proprietor: **S. NIMESH EDWIN**

No.19, D5, Tuticorin Main Road,
Veerapandianpattinam, Thiruchendur
Pin Code: 628 216.

.... Defendant

**JOINT COMPROMISE MEMORANDUM FILED BY THE PLAINTIFF AND
THE DEFENDANT**

The Plaintiff and the Defendant humbly submit the following:

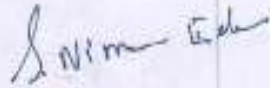
1. The Plaintiff states that they have filed the above said suit praying for the following reliefs:

(A) a permanent injunction restraining the defendants, their legal representatives, their successors in business, assigns, franchisees, servants or agents from operating the restaurant business by infringing the plaintiffs registered trademarks **Sangeetha with Veena Mark, SVR Sangeetha, Sangeetha Veg. Restaurant SVR, Sangeetha Veg. Restaurant (with a VEENA MARK), "SVR Sangeetha EXPRESS" and "Sangeetha Veg Express"**

For SANGEETHA CATERERS AND CONSULTANTS LLP



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or by use of confusingly similar or any other mark deceptively and identically similar to the Plaintiff's registered trademark or in any other manner whatsoever;

(B) a permanent injunction restraining the defendants, their legal representatives, their successors in business, assigns, franchisees, servants or agents from operating restaurant business by the name "**SANGEETHAM House of Veg** with a logo "**S**" from committing the act of passing off and enabling others in passing off the restaurant business in the deceptively similar mark which is identical to the plaintiff's registered trademark in any manner whatsoever;

(C) the defendant be ordered to surrender to the plaintiff for destruction of all their packing containers, card board boxes, packing materials, covers and carry bags, screen prints, bills, sign boards, billing software, menu cards, and any other material in their possession bearing the mark "**SANGEETHAM, House of Veg** with a logo "**S**" which is identical to the plaintiff's registered trademark;

(D) directing the defendants to render the rendition of their accounts from the date of commencement of their restaurant till the date of filing of the plaint;

(E) the defendant be ordered to pay to the plaintiffs a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) as damages for their wrongful and illegal act by use of the registered trademark;

For SANGEETHA CATERERS AND CONSULTANTS LLP

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2. The Plaintiff states that this Hon'ble Court was pleased to Grant Interim Injunction against the defendants vide order dated 23.02.2024 in O.A. No: 121 of 2024 and the order is still in force.

3. The defendant has entered appearance through their Counsel and had discussions with the Plaintiff's Counsel and both the plaintiff and the defendant have agreed for a compromise in order to give quietus to the issue.

The following are the terms of compromise:

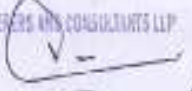
(i) The defendant has agreed to change the name of the Restaurant as **"Hotel Raagam -House of Veg"**.

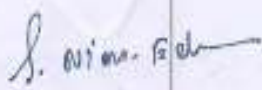
(ii) The defendant has agreed to change the main sign board on or before 30.04.2024. The defendant undertakes to change all the packing containers, card board boxes, packing materials, plastic covers and carry bags, screen prints, bills, billing software, menu cards, and any other material in their possession bearing the mark "Sangeetham".

(iii) The Defendant further undertakes to change the name of the restaurant in the FSSAI License, GST Registration Certificate, all forms of E-Commerce Platforms such as Swiggy Zomato etc., and in all the social media platforms on or before 30.04.2024.

(iv) The Plaintiff and the defendant state that the abovesaid compromise has been arrived on their own volition considering the development of their businesses.

For SANGEETHA CATERERS AND CONSULTANTS LLP:

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(iv) The defendant undertakes to handover the Color Print Out of the Proposed Logo, Symbol and Style of the new Trade Name of their restaurant to the Plaintiff for their consent before 30.04.2024.

(v) The Plaintiff is giving up their relief sought for Damages in the suit. In the event of Violation of the Terms of Compromise by the Defendant, the Plaintiff shall be given the right to proceed against them in accordance with law.

4. In light of the abovesaid compromise the plaintiff and the defendant have agreed to submit the compromise memo before this Hon'ble Court duly signed by both the parties and their respective counsel.

5. This Joint Compromise memo shall form part of the Decree which shall be passed by this Hon'ble Court in C.S No: 35 of 2024.

Therefore it is prayed that this Hon'ble Court may be pleased to decree the suit in terms of this Joint Compromise Memo in C.S. (Comm.) No:35 of 2024 and pass such further order or other orders as deem fit and proper in the circumstances of the case and thus render justice.

Dated at Chennai this 25th day of March 2024

1.

For SANGEETHA CATERERS AND CONSULTANTS LLP

2.

Designated Partners

PLAINTIFF

COUNSEL FOR THE PLAINTIFF

S. Nirmal E

SOLE DEFENDANT

COUNSEL FOR THE DEFENDANT



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3. In terms of the above Memorandum of Compromise, the suit is decreed. No costs. Consequently, connected applications are closed.

26.03.2024

Index: Yes/ No

Speaking order / Non speaking order

Neutral citation : Yes / No

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ABDUL QUDDHOSE, J.

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