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C.S.(Comm.Div.) No.219 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.08.2024

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THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm.Div.) No.219 of 2022
and O.A.Nos.680 & 681 of 2022
and A.Nos.4404 & 4405 of 2023

Elizabeth Puthran,
Sole Proprietor
Puthran & Associates
B-3, Kesavan Orchid, 5/7,
North Mada Street, Sri Nagar Colony
Saidapet, Chennai 600 015.
Plaintiff

...

-VS-

Prigya Arora
Sole Proprietor
PA legal
C-36, South Extension Part I
New Delhi 110 049.

Also having office
Rajesh Villa, Ram Nagar,
Roorkee 247 667
Haridwar District,
Uttarakhand.

... Defendant



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PRAYER: Civil Suit filed under Order IV Rule 1 of O.S.Rules Read With Order VII Rule 1 C.P.Code Along with Sections 29, 134 and 135 of the Trademarks Act, 1999 and Section 7 of the Commercial Courts Act, 2015, pleased to:-

(a) grant a permanent injunction restraining the Defendant, her servants, agents, and anyone claiming through the Defendant from using or providing any kind of service using the trademark PA / PA LEGAL / PA LAW or any other similar Trade Mark or Trade name or any other mark deceptively similar to the trademarks of the Plaintiff in any media and from using the same in name boards, domain names, invoices, letter heads, digital communication and visiting cards or by using any other trade mark / name which is in any way identical / partly identical / deceptively similar to the plaintiff's trade mark or from in any manner infringing the plaintiff's registered Trade Marks referred herein.

(b) Granting permanent injunction restraining the Defendant, her men, servants, agents or any one claiming under the Defendant



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from using the trademark PA / PA LEGAL / PA LAW or any other similar Trade Mark or Trade name or any other mark deceptively similar to the trademarks of the Plaintiff in any media, respect of any goods or services provided by her, in any manner of visual and vocal reference and from committing acts of passing off of the Defendant's services as those of the Plaintiff.

(c) Directing the Defendant to take down, remove, hand over to the Plaintiffs any and all the printed, electronic or digital materials, including but not limited to hoardings, letter-heads, visiting cards, office stationery and all other materials containing / bearing the PA / PA LEGAL / PA LAW or any PA formative trade marks which is identical / partly identical / deceptively similar to the Plaintiff's mark as stated above.

(d) Directing the Defendant to provide a True and proper statement of accounts of the revenue generated using the impugned trademark on their services and handover the profits made by them from the date of commencement of operation of the Defendant's firm till date of Judgment and Decree.



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(e) Directing the Defendant to pay to the Plaintiffs the costs to the suit.

For Plaintiff : Mr.P.Wilson Topaz
for M/s.A.S.Kailasam & Associates

For Defendant : Mr.D.Ganesh Raj

Mr.Rajesh Ramanathan (Mediator)

JUDGMENT

The suit was filed for a permanent injunction, rendition of accounts and allied reliefs. By order dated 21.11.2023, Mr.Rajesh Ramanathan, learned Advocate, was appointed as mediator to endeavour to resolve the dispute amicably. At the hearing today, the parties have placed on record a memorandum of compromise dated 16.07.2024. The said memorandum of compromise has been executed by the plaintiff, the defendant and the respective counsel. The parties are also present by way of video conference.



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2. On examining the memorandum of compromise, I see no legal impediment to the disposal of the suit in terms thereof.

3. At paragraph 2(b) of the memorandum of compromise, the defendant agrees to apply for amendment of Trademark No.4949193 by making additions thereto. About four options are set out therein. If such amendment application is presented, the Registrar of Trademarks is directed to consider and grant the same subject to law.

4. The Court records its deep appreciation for the efforts of Mr.Rajesh Ramanathan in facilitating the settlement *pro bono*.

5. Subject to the observation set out above in paragraph 3, C.S.(Comm.Div.) No.219 of 2022 is decreed in terms of memorandum of compromise dated 16.07.2024. Such memorandum



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of compromise shall form an integral part of the decree. In the circumstances, there will be no order as to costs. Consequently, O.A.Nos.680 and 681 of 2022 and A.Nos.4404 and 4405 of 2023 are closed.

13.08.2024

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Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No

SENTHILKUMAR RAMAMOORTHY,J

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