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C.S. (Comm.Div.) No.46 of 2023 and O.A. No.169 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : **05.03.2024**

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THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

**C.S. (Comm.Div.) No.46 of 2023
and O.A. No.169 of 2023**

Ashirvad Pipes Pvt. Ltd.,
represented by its Authorised Signatory
D.V.Shivaram

.. Plaintiff

Vs

M/s.AQUA Sub Engineering,
Through its Authorised Signatory

.. Defendant

Prayer: Civil Suit filed under Section 22 of the Designs Act, 2000 read with Order IV Rule 1 of Original Side Rules and Order VII Rule 1 and Section 151 of the Civil Procedure Code, 1908 and Sections 2(1)(c) and 7 of the Commercial Courts Act, 2015 prays for a judgment and decree against the defendant and the following reliefs be granted in its favour and against the defendant:

i)Pass a decree for permanent injunction restraining the Defendant by itself, its proprietors, partners, officers, servants, representatives, stockists, dealers, agents, licensees, franchisees, distributors, dealers and all other persons claiming under or through them or acting in concert with them or otherwise howsoever from manufacturing, selling, distributing, offering for sale, advertising, marketing, exporting, dealing directly or indirectly, either



for itself or for any third party, cVPC pipes or any products applying the Plaintiff's registered Suit Designs bearing Nos.258903 and 259127 or applying any design that is a fraudulent or obvious imitation of the Plaintiff's registered Suit Designs bearing Nos.258903 and 259127 in any manner whatsoever;

ii)Pass a decree for delivery up for destruction, in favour of the Plaintiff and against the Defendant, of all the infringing and impugned products, all products over which the Infringing Product has been applied, moulds, casts and dies employed in manufacture of the Infringing Products or any other material of whatsoever description and nature, embodying the Plaintiff's Suit Designs bearing Nos.258903 and 259127 which would offend against the foregoing injunction;

iii)The Defendant be ordered and decreed to pay to the Plaintiff a sum of Rs.5,00,00,000/- as damages for infringement of the Plaintiff's registered designs;

iv)For an order of rendition of accounts of profits illegally earned by the Defendant by sale of the infringing products and a decree for the amount so found due be passed in favour of the Plaintiff. The Plaintiff undertakes to pay further court fees once the sum is ascertained on the Defendant's rendering true and correct accounts.

v)Direct the Defendant to pay costs of the suit to the Plaintiff.

For Plaintiff : Mr.S.Maheshkumar

For Defendant : Ms.Gladys Daniel



JUDGMENT

A Memorandum of Compromise has been entered into between the plaintiff and the defendant before the Tamil Nadu Legal Services Authority, Chennai to whom this Court had referred for mediation. The Memorandum of Compromise dated 18.01.2024 is placed on record, which has been signed by all the parties to the dispute and the same has also been countersigned by their respective counsels. The Memorandum of compromise has also been notarised.

2. In terms of the Memorandum of Compromise dated 18.01.2024, this suit is decreed. The Memorandum of Compromise dated 18.01.2024 shall form part of the judgment and decree. Since the parties have arrived at a settlement before the Tamil Nadu Legal Services Authority, Chennai pursuant to reference to mediation by this Court, the plaintiff is entitled for refund of full court fees as per provisions of Section 69-A of the Tamil Nadu Court Fees and Suits Valuation Act, 1955.

3. Registry is directed to refund the full court fees to the plaintiff. Consequently, connected applications are closed.

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ABDUL QUDDHOSE, J.

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