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C.S.(Comm.Div)No.144



**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**DATED : 13.11.2024**

**CORAM**

**THE HONOURABLE MR. JUSTICE ABDUL QUDDHOSE**

**C.S.(Comm.Div.)No.144 of 2024**  
**and O.A.Nos.563 & 564 of 2024**  
**and Application Nos.4122 and 4123 of 2024**

Hatsun Agro Product Ltd.,  
Having registered office at  
No.41 (49), Janakiram Colony Main Road,  
Janakiram Colony, Arumbakkam,  
Chennai 600 106  
Represented by its authorized signatory Mr.P.Vivek

...Plaintiff

.Vs.

M/s.P.A.Food Products  
Represented by its Proprietor Mr.R.Palanivel  
Having registered office at  
No.93/253 E, Pillayar Kovil Street, Chennampet,  
Vaniyambadi, Vellore – 635 751.  
Tamil Nadu.

... Defendant

Plaint filed under Order VII Rule 1 of CPC read with Order IV Rule 1 of High Court O.S. Rules and Section 134 and 135 of the Trademarks Act, 1999 and Section 7 of the Commercial Courts Act, 2015, praying for:

a.For a permanent injunction restraining the Defendant, by itself, its servants, agents, legal representatives, distributors or anyone claiming through it from in any manner infringing the Plaintiff's registered trademark "ARUN" by using the mark



ARUN /



or any other deceptively similar mark in any manner

whatsoever causing infringement to the Plaintiff's registered trademark as described in the Schedule to the Plaint;

b. For a permanent injunction restraining the Defendant, by itself, its servants, agents, legal representatives, distributors or any one claiming through it from in any manner whatsoever from passing off and enabling others to pass off the Defendant's business as that of the Plaintiff's by using the mark "ARUN" or any other mark or trade name which is deceptively similar or identical to the Plaintiff's trademark ARUN in any manner whatsoever;

c. For a recognition that the Plaintiff's trademark "ARUN" is a well-known mark as recognized under the Trade Marks Act 1999;

d. Directing the Defendant to surrender to the Plaintiff all the products and stocks with the offending labels, together with the blocks, dies, name boards, sign boards, etc., for destruction;

e. Directing the Defendant to render true and faithful accounts of the profits earned by it through the sale of the products bearing the offending trademark labels and directing payment of such profits to the Plaintiff;



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f. Directing the Defendant to pay to the Plaintiff a sum of Rs.3,00,000/- as damages for committing acts of infringement of trademark and passing off;

For Plaintiff : Mr.Surya Senthil

### **J U D G M E N T**

Both the parties have arrived at a settlement and a Joint Compromise Memo has also been filed. The respective parties have signed the Compromise Memo. Both the parties are personally present in the open Court today.

2.In terms of the Memorandum of Compromise, dated 09.11.2024, this suit is decreed. The Memorandum of Compromise, dated 09.11.2024 shall form part of the Judgment and Decree. No Costs. Consequently, connected applications are closed.

**13.11.2024**

Index : Yes/No  
Internet : Yes/No  
speaking order/Non-speaking order  
ssr



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**ABDUL QUDDHOSE, J.**

SSR

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