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C.S. (COMM.DIV.) No.223 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 18.03.2024

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THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE

C.S. (COMM.DIV.) No.223 of 2023 and
O.A. Nos.802 & 803 of 2023 & 5045 of 2023

Waycool Food Products Private Limited,
rep. by its General Counsel & Head-Legal Department,
Kiran Gupta R. .. Plaintiff

/versus/

1.Cheedalla Gopinath

2.Aditya Rice Enterprises

3.Sree KVR Industries .. Defendants

Prayer: Civil Suit has been filed under Order VII, Rule 1 of the Code of Civil Procedure, 1908 read with Order IV Rule 1 of the Original Side Rules read with Sections 27, 134 & 135 of the Trade Marks Act, 1999 and Sections 51, 55 & 62 of the Copyright Act, 1957 to grant a judgment and decree on the following terms:

a)A permanent injunction restraining the Defendants their directors, all their principal officers, staff, men, agent, servants, successors, assigns in business, representatives and any other person from passing off his/their goods by using the artistic work, trade dress and colour combination used by the plaintiff, for the logo, the packing style and overall getup of the products or any other word/words/logo/



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artistic work/design/device and trade dress that are identical or deceptively similar to that of the plaintiff's trademark, artistic work, product and tradedress in respect of packed rice;

b)A permanent injunction restraining the defendants, all their principal officers, staff, men, agent, servants, successors, assigns in business, representatives and any other person from infringing the copyright of the plaintiff by using the artistic work, trade dress and colour combination, which are identical and deceptively similar to that of the plaintiff's artistic works, colour combination and trade dress; or any other logo/artistic work/design/device/trade dress that are identical or deceptively similar to the said copyright of the plaintiff;

c)That the defendants be ordered and directed to pay to plaintiff a sum of Rs.10,00,000/- (Ten Lakhs only) by way of damages;

d)A preliminary decree be passed in favour of the plaintiff directing the defendants to render a true and faithful accounts of all profit made by them, using the plaintiff's said trademark and copyright and a final decree be passed in favour of the plaintiff for the amount of profit thus found to have been made by the defendants, together with interest, after the defendants have rendered accounts;

e)That the defendants be directed to deliver-up to the plaintiff's for destruction, all labels, all other print materials, stickers, signage, visiting cards, letter heads, catalogues, pamphlets, brochures, all other advertising and promotional material, all stationary and such other material used for passing off and violating plaintiff's copyright;

f)for the costs of the suit.



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For Plaintiff : Mr.Ramesh Ganapathy

For Defendants : Mr.R.Sathish Kumar

J U D G M E N T

A Memorandum of Compromise dated 17.02.2024 has been filed by both the parties to the dispute. The said Memorandum of Compromise has been signed by all the parties to the dispute and countersigned by the respective counsels.

2.Learned counsel for the plaintiff submits, on instructions that the plaintiff is giving up the claim of damages against the defendants, which has prayed for in paragraph No.51(c) of the plaint.

3.In terms of the Memorandum of Compromise dated 17.02.2024, this suit is decreed and it is recorded that the claim for damages as prayed for in paragraph No.51(c) of the plaint is given up by the plaintiff. Consequently, connected Applications are closed.

18.03.2024

vga

ABDUL QUDDHOSE, J.



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