



WEB COPY



C.S. (COMM.DIV.) No.230 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 26.02.2024

CORAM

THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE

C.S. (COMM.DIV.) No.230 of 2023, O.A. Nos.832 to
835 of 2023 and A.Nos.5153, 5154 and 6858 of 2023

1.Compagnie De Saint - Gobain,
represented by Power of Attorney Holder
Kishor Parmar

2.Saint-Gobain India Private Limited,
represented by its Authorised Signatory
Animesh Saha

.. Plaintiffs

/versus/

1.Shehnaz Shahnawaj Sheikh

2.Shahnawas Shaikh .. 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 of the Madras High Court, Section 2(1)(C)(xvii) read with Section 7 of the Commercial Courts Act, 2015 and Sections 11, 27, 29, 134, 135 of the Trademarks Act, 1999 and Section 14, 51, 55 and 62 of the Copyright Act 1957 to pass a judgment and decree on the following terms:

a)A permanent injunction restraining the Defendants, their partners, their employees, officers, servants, agents and all others acting

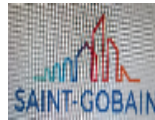


C.S. (COMM.DIV.) No.230 of 2023

for and on their behalf from manufacturing, processing, selling, distributing, exporting, advertising, offering for sale, any products/services and in any other manner, directly or indirectly, dealing with any products or rendering any services under the trademark



or any other mark which is identical/similar to the plaintiffs' registered trademarks



'SAINT-GOBAIN', 'SGG' and other such marks and committing infringement of the plaintiffs' registered trademarks bearing numbers IRDI-3544245 in Classes 1,2,3,6,7,8,9,10,11,12,17,19,20,21,22,23,24,27, 35,37,38,39,40,41,42, IRDI-3929060 in Classes 35,37,41, IRDI-4391185 in Classes 1,2,3,6,7,8,9,10,11,17,20,22,23,24,37, 1132951 in class 19, 1132954 in class 20, 1490218 in class 19, 1490219 in class 19, 1490220 in class 19, 1490221 in class 19, 1490222 in class 19, 1994908 in class 19, 1994911 in class 21, 1994916 in class 19, 2067204 in class 42, 2067205 in class 42, 2067207 in class 42, 2484989 in class 19, 2484990 in class 19, 2484991 in class 19, 2484992 in class 19, 2484993 in class 19, 2484994 in class 19, 2484995 in class 19, 2484996 in class 19, 2484997 in class 19, 2484998 in class 19, 2484999 in class 19, 2585002 in class 19, 2485003 in class 19, 3085999 in class 01, 3086000 in class 01, 3086001 in class 40, 3086002 in class 02, 3086003 in class 17, 3086004 in class 02, 3086005 in class 04, 3086006 in class 08, 3086007



C.S. (COMM.DIV.) No.230 of 2023

in class 20, 3086008 in class 21, 3351762 in class 20, 3351763 in class 17, 3362969 in class 01, 3362970 in class 04, 3362971 in class 02, 3362972 in class 08, 3362973 in class 09, 3362974 in class 16, 3362975 in class 17, 3362976 in class 19, 3362977 in class 20, 3362978 in class 21, 3362979 in class 35, 3362980 in class 37, 3362981 in class 38, 3362982 in class 40, 3362983 in class 41, 3362984 in class 42, 3453031 in class 01, 3453032 in class 17, 3453037 in class 02, 4192570 in class 19, 4192571 in class 21, 4232057 in class 01, 4232058 in class 01, 4232059 in class 01, 4249755 in class 01, 4359421 in class 35, 4359422 in class 42, 4867772 in class 35, 4867773 in class 35, 4867774 in class 42, 4867775 in class 42, 5082600 in class 19, 5082601 in class 20, 5448618 in 21;

b)A permanent injunction restraining the defendants, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from manufacturing, processing, selling, distributing, exporting, advertising, offering for sale and in any other manner, directly or indirectly, dealing with any products or rendering any services under the trademark



or any other mark which is identical/similar to the plaintiffs trademarks

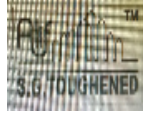


'SAINT-GOBAIN', 'SGG' and other such marks and passing off the goods/services of the defendants as and for those of the plaintiffs;



C.S. (COMM.DIV.) No.230 of 2023

c) A permanent injunction restraining each of the defendants, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from using the artistic work



and infringing the plaintiffs copyright in the plaintiffs original artistic work



d) A permanent injunction restraining the defendants, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from using the plaintiffs trademarks



'SGG' and other such marks or any other mark deceptively similar or identical thereto and the logo



as part of any domain name, company name, corporate name, websites, social media platforms, mobile application and other intermediaries in any language;

e) An order of declaration, declaring the plaintiffs trademarks





C.S. (COMM.DIV.) No.230 of 2023

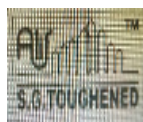
and 'SAINT-GOBAIN' as a 'well-known trademark' within the meaning of Section 2(1)(zg) read with Section 11(6) of the Trade Marks Act, 1999;

f)The defendants be ordered to pay the plaintiff a sum of INR 1,00,00,000/- (Rupees One Crore Only) as damages for having committed infringement of the plaintiffs' registered trademark, passing off and infringement of copyright in respect of the plaintiffs' trademark and copyright in respect of the marks/artistic work



'SAINT-GOBAIN', 'SGG and other such marks;

g)A preliminary decree be passed in favour of the plaintiffs directing the defendants to render true and proper accounts of the profits arising out of the value of sales generated by the defendants in respect of their alleged activities especially sale and export of products bearing the mark



for their business, after the defendants have rendered accounts.

h)To grant order of delivery up of any brochures/printed material and/or any material bearing the trademark/artistic work



which infringes plaintiffs' wellknown registered trademark



WEB COPY



C.S. (COMM.DIV.) No.230 of 2023



'SGG' and other such marks.

For Plaintiffs : Mr.M.S.Bharath

For Defendants : Mr.Shankar Patil

J U D G M E N T

All the parties to the suit have amicably resolved the dispute amongst themselves. They have filed a Memorandum of Compromise dated 13.02.2024 before this Court. The said Memorandum of Compromise has been signed by all the parties and has been counter signed by their respective counsels.

2.In terms of the Memorandum of Compromise dated 13.02.2024, this suit is decreed. The Memorandum of Compromise dated 13.02.2024 shall form part of the judgment and decree. Consequently, connected applications are closed. No costs.

26.02.2024

vga



WEB COPY



C.S. (COMM.DIV.) No.230 of 2023

ABDUL QUDDHOSE, J.

vga

C.S. (COMM.DIV.) No.230 of 2023, O.A. Nos.832 to
835 of 2023 and A.Nos.5153, 5154 and 6858 of 2023

26.02.2024