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C.S. (Comm. Div) No.308 of 2023

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

DATED: 28.03.2024

CORAM:

**THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE**

**C.S. (Comm. Div) No.308 of 2023**

M/s. Kaleesuwari Refinery Private Ltd.,  
Represented by its Authorised Signatory  
A. Saravanan

...

...Plaintiff

vs.

M/s.Ganesh Oil Mills,  
D. No.1082, 534A, 534B,  
New Shanmugananda Rice Store,  
Opp. KVB Bank,  
Salem Cuddalore Main road,  
Attur,  
Salem 636 102,  
Tamil Nadu.

.... Defendant

**Prayer :** Complaint has been filed under Order IV Rule 1 of the O.S. Rules r/w Order VII Rule 1 of C.P.C. Rules r/w Sections 134 and 135 of Trade Marks Act, 1999 r/w Sections 61 & 62 of the Copyright Act, 1957 to pass judgment and decree :-

a) For a permanent injunction to restrain the Defendant, their men, agents, associates and / or assignees or any person claiming rights from them from infringing the Plaintiff's registered Trade Mark "Gold Winner" by using the offending Trade Mark "SATHYAM GOLD" or any mark or word deceptively similar to the aforesaid Trade Mark of the Plaintiff's for any edible oil marketed by the Defendant, their men, agents, associates and/or assignees or any person claiming rights from the Defendant

b) For a permanent injunction to restrain the Defendant its men, agents, associates and/or assignees or any person claiming rights from



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therein from passing-off their inferior product, as that of the Plaintiff's "Gold Winner" edible refined sunflower oil by using the offending words "SATHYAM GOLD" or any other words or mark and offending packing Material and pouch deceptively similar to the Plaintiff's trade mark "Gold Winner" and Trade dress for "Gold Winner".

c) Permanent injunction restraining the Defendant from violating the Plaintiff's Copyright in the artistic work used in the Plaintiff's packing material / pouches used for packing refined edible sunflower oil and bearing its reputed and well known registered Trademarks "Gold Winner" by substituting the Trademark "Gold Winner" with the offending words "SATHYAM GOLD" bearing same trade dress, color scheme and get up deceptively similar to that of the Plaintiff's colour scheme and trade dress in the packing material/pouch bearing trade Mark "Gold Winner"

d) For preliminary decree directing the Defendant to render true account of profits made by the Defendant by using the aforesaid offending label of "SATHYAM GOLD".

e) Directing the Defendant, its men, agents, assignees, dealers and/or retailers, distributors, to surrender to the Plaintiff all offending pouch/ packing material, label, advertising materials, hoarding, letter heads. office stationary and all other material containing/ bearing offending mark/label "SATHYAM GOLD" with distinct color scheme, get up or any other mark visually or phonetically similar to the Plaintiff's trademark "Gold Winner" label for destruction by an order of this Court;

f) For erasure, removal or obliteration from all infringing goods, materials or articles in the possession or control of the Defendant with the offending mark/labels and pouches deceptively similar to the Plaintiff's "Gold Winner" refined sunflower oil,

g) To pay for the costs of the suit,

h) and pass such further or other orders.

For Plaintiff : Mr.Vijayan Subramanian

For Defendant : Mr.K. Arun Pradeesh



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## **JUDGMENT**

**WEB COPY** Both the parties have agreed to settle the dispute amongst themselves. They have agreed to enter into a Joint Memorandum of Compromise. The Joint Memorandum of Compromise which they have agreed to enter upon is placed on record before this Court, today. The defendant and its counsel has signed the Joint Memorandum of Compromise. However, the learned counsel for the plaintiff seeks further time for the plaintiff to sign the Joint Memorandum of Compromise. On instructions, both the learned counsels would submit that the parties have agreed to the Joint Memorandum of Compromise placed before this Court, today. In view of the same, there is no necessity to get the signature of the plaintiff in the Joint Memorandum of Compromise as the terms of the Joint Memorandum of Compromise, dated 16.03.2024 along with annexures is going to be incorporated in this judgment and decree. The terms of the Joint Memorandum of Compromise, dated 16.03.2024 along with annexures are reproduced hereunder :-

2. In terms of the Joint Memorandum of Compromise, dated 16.03.2024, this suit is decreed. No costs.



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Index: Yes/ No

Speaking order / Non speaking order

Neutral citation : Yes / No

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**ABDUL QUDDHOSE, J.**

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