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C.S. (Comm. Div.) No.326 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.07.2024

Coram:

THE HONOURABLE MR. JUSTICE P.VELMURUGAN

C.S. (Comm. Div.) No.326 of 2023

Eazymed Technologies Pvt. Ltd.

Rep. by its Director, Saurab Jain

having its registered office at

New No.30, Old NO.61,

Vijaya Raghava Road, 2nd Floor,

T.Nagar, Chennai - 600 017

... Plaintiff

Vs.

Meena

Proprietorship, Mr.Mart Pharmacy

Old No.2, New No.3,

Wallace Garden, 3rd Street,

Nungambakkam,

Chennai - 600 006

... Defendants

Prayer: The plaint is filed under IV Rule 1 of O.S. Rules read with Order VII Rule 1 of CPC, read with Sections 27, 134 & 135 of the Trademarks Act, 1999 and Section 7 of the Commercial Courts Act, 2015,



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praying to pass judgment and decree against the defendant on the following terms:

a. Permanent injunction restraining the defendant, by themselves, their partners/proprietors/directors, heirs, legal representatives, successors-in-business, assigns, servants, agents, distributors, representatives or any of them from in any manner passing off or enabling others to pass off the defendant's products as and for the plaintiff's by use of deceptively similar trademark having identical colour scheme of Cyan Green and Purple, get-up, stylised manner of writing the defendant's mark 'Mr Mart Pharmacy' logo, or any other label or any other deceptively similar mark in any manner whatsoever;

b. a preliminary decree be passed in favour of the plaintiff directing the defendant to render true and faithful account of profits made by use of the defendant's mark 'Mr Mart Pharmacy' logo, and a final decree be passed in favour of the plaintiff for the amounts of profits thus found to have been made by the defendant after the latter have rendered accounts.

c. the defendant be ordered to pay to the plaintiff a sum of Rs.10,00,000/- as damages for committing passing off; and

d. for costs of the suit.



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For Plaintiff : Mr.Anirudh Krishnan

For defendant : Mr.N.V.N.Margandeyan

JUDGMENT

Today (08.07.2024), when the matter is taken up for hearing, the learned counsel for the plaintiff and the defendant appeared through video conference. Further, Mr.Saurab Jain, Director of the plaintiff company and one Meena, the Proprietor of the defendant Pharmacy also appeared through video conference and they stated that they have settled the issue between them. They further accepted that they have entered into a memo of compromise and the terms of compromise have been reduced into writing and while signing the said Memo of Compromise, they gone through the terms and conditions mentioned therein. In view of the said compromise, the plaintiff wanted to withdraw the suit as not pressed.



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2. In view of the above submissions and also the Memo of Compromise entered into between the parties, this suit is dismissed as withdrawn. No costs.

3. The Memo of Compromise entered into between the parties dated 08.04.2024, shall form part and parcel of this decree.

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Index : Yes / No

Speaking Order : Yes / No

Neutral Case Citation : Yes/No

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