



WEB COPY

C.S.(Comm. Div.)No.325 of 2023



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.03.2024

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S.(Comm. Div.)No.325 of 2023

and

O.A.Nos.1109, 1110, 6813 and 6814 of 2023

Wipro Enterprises Private Limited,
Having Office at
'Wipro House',
No.8, 7th Main, 80 Feet Road,
Koramangala 1st Block,
Bangalore - 560 034,
Karnataka,
And also at
S-15, Industrial Estate,
Guindy, Chennai - 600 032.
Rep. by Ms.Dhivya Menon,
Senior Manager - Legal

... Plaintiff

Vs.

Jancy Soap Industries,
1/7B, Kattalaipatti Road,
Sivakasi - 626 124.

... Defendant

PRAYER: Complaint filed under Order IV Rule I of Madras High Court Original Side Rules and Order VII Rule 1 of C.P.C. read with Sections 27, 134 and 135 of the Trademarks Act, 1999 for the following reliefs:

a) granting a permanent injunction, restraining the Defendant, by himself, his servants, agents, distributors, or anyone claiming through him



from manufacturing, selling, advertising and offering for sale using the mark/name 'SAFE TOUCH' or any other similar Trade Mark name or similar sounding expression in any media, e-commerce websites, mobile applications and internet advertising and use the same in name board, invoices, letter heads and visiting cards, e-commerce websites, mobile applications and internet advertising or by using any other trade mark/name which is in any way visually or deceptively or phonetically similar to the Plaintiff's trade mark/name WIPRO SOFTOUCH and use the same in pouches, packets or cartons of Fabric Conditioners, any laundry care substances, toiletry preparations or any other personal care or home care products or use the mark along with the infringing labels in invoices, letters heads, visiting cards, e-commerce websites and internet advertising or on any other literature or catalogue by using any other trade mark which is in any way visually, or phonetically similar to the Plaintiff's registered Trade Mark No. 3492426 or in any manner infringing the Plaintiff's other registered Trade Marks;

b) granting a permanent injunction restraining the Defendant by itself, its agents or servants or anyone claiming through or under him any business marketing, selling or advertising using trade literature, menu cards, invoices, name boards, e-commerce websites, mobile applications, and internet advertisements under the mark/name 'SAFE TOUCH' and using same or similar get up and colour scheme used by the Defendant in the above impugned labels as shown in Document No.2 or by using any other trade mark which is in any way visually or deceptively similar to the Plaintiffs'



labels as shown in Document No. 1 or the pouches used in relation to Fabric Conditioners, any laundry care substances, toiletry preparations or any other personal care or home care products or on any other business which is in any manner visually, deceptively or phonetically or confusingly similar to the Plaintiff's Trade Mark/name WIPRO SOFTOUCH/SOFTOUCH or its distinctive labels in any other manner pass off their business or goods as and for that of the Plaintiff;

c) directing the Defendant to surrender to the Plaintiff all the packing material, cartons, advertisement materials and hoardings, letter-heads, visiting cards, office stationery and all other materials containing/bearing the name 'SAFE TOUCH' or other identical trade mark used in the pouches and packets bearing the name 'SAFE TOUCH';

d) directing the Defendant to render an account of profits made by them by the use of the impugned trademark name 'SAFE TOUCH' on the goods referred and decree the suit for the profits found to have been made by Defendant, after Defendant has rendered accounts;

e) directing the Defendant to pay to the Plaintiff the costs to the suit.

For Plaintiff : Ms.Gladys Daniel

For Defendant : Ms.E.Santhanalakshmi



WEB COPY

C.S.(Comm. Div.)No.325 of 2---



JUDGMENT

The parties have arrived at a settlement. The Memorandum of Compromise entered into between the plaintiff and the defendant dated 15.02.2024 has also been filed. The said Memorandum of Compromise has been signed by both the parties and counter signed by their respective counsels. In terms of the Memorandum of Compromise dated 15.02.2024, the suit is decreed. The Memorandum of Compromise dated 15.02.2024 shall form part of the Judgment and Decree. No Costs. Consequently, the connected applications are closed.

11.03.2024

Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
ab



WEB COPY



C.S.(Comm. Div.)No.325 of 2023

ABDUL QUDDHOSE. J.,

ab

C.S.(Comm. Div.)No.325 of 2023

11.03.2024