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C.S(COMM DIV) No. 1 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05-11-2025

CORAM

THE HONOURABLE MR.JUSTICE N.SENTHILKUMAR

C.S(COMM DIV) No. 1 of 2024

1. Prakash Ferrous Industries Private
Limited
Represented by its Director - Mr. Pulkit
Garg, No. 36, First Floor, New Avadi
Road, Kilpauk Garden Colony,
Kilpauk, Chennai - 600 010.

Plaintiff(s)

Vs

1. Manasarowar Ispat (India) Pvt
Limited
157E, 157U, 158A, 157UU, IDA,
Kothur Mandal, Mahaboobnagar
district, Telengana 509228.

Respondent(s)

PRAYER

Civil Suit is filed under Order IV Rule 1 of The Madras High Court Original Side Rules and Order VII Rule 1 of the Code of Civil Procedure 1908 r/w Sections 27, 28, 29, 134 & 135 of the Trade Marks Act, 1999 r/w Section 2(1) (c) (xvii) and Section 7 of The Commercial Courts Act, 2015, praying to grant a judgment and decree against the Defendant on the following terms:- a. A permanent Injunction restraining the defendants their Proprietors, Partners,



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directors, subsidiaries, affiliates, franchisees, officers, employees, personnel, servants agents, representatives including wholesalers, distributors, stockiest, retailers and anyone acting for or on their behalf from in any manner directly or indirectly using the trade mark TIRUMALA and /or TIRUMALA GOLD and/or any other mark identical or similar to the Plaintiffs registered trade mark TIRUMALA under No.2080185 in Class 35 and TIRUMALA device mark under Nos.4439606 and 4439607 in Classes 6 and 40 respectively amounting to infringement of Plaintiffs registered trade marks. b. A permanent injunction restraining the Defendant, their proprietors, partners, directors, subsidiaries, affiliates, franchisees, officers, employees, personnel, servants agents, representatives including wholesalers, distributors, stockists, retailers and anyone acting for or on their behalf from in any manner directly or indirectly using trade mark TIRUMALA and/or TIRUMALA GOLD and/or any other mark identical or similar to the Plaintiff's mark TIRUMALA thereby passing off their products as that of the Plaintiff c. An order directing the Defendant to furnish all the data and accounts of any and all transactions undertaken, goods sold, services rendered and the profits obtained during the course of their business relating to the sale of goods under the impugned trade marks TIRUMALA and/or TIRUMALA GOLD and/or any other mark identical or similar to the Plaintiff's mark TIRUMALA d. An order for delivery up of any and all the Defendant's finished and/or unfinished products, materials including packaging materials, signage, cards, labels, brochures, printed materials and any other material bearing the impugned trade marks and/or any mark which is identical to and/or deceptively similar to that of the Plaintiff's trade mark TIRUMALA to the Plaintiff for the purpose of destruction e. Costs and such other relief.

For Appellant(s): Ms.Scarlet Danielle Grey
for M/s. K. Premchandrar

For Respondent(s): M/s. Ramesh Ganapathy



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JUDGMENT

The Joint Memorandum of Compromise dated 31.10.2025 has been duly signed by the parties and their respective counsel and the same has been produced before this Court. A scanned reproduction of the said Joint Memorandum of Compromise is as under:-

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IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)

C.S (Comm. Div.) No. 1 of 2024

Prakash Petrochemicals Private Limited
Represented by its Director - Mr. Palki Gang
No. 36, First Floor,
New Azadi Road,
Kilpauk Garden colony,
Kilpauk, Chennai 600032

Plaintiff

Vs.

Mansarovar Japan (India) Private Limited
187B, 187C, 188A, 187UL, 1DA,
Wolur Mandal,
Mahabubnagar district,
Telangana - 509228

Defendant

MEMORANDUM OF COMPROMISE ENTERED INTO BETWEEN THE
PLAINTIFF AND THE DEFENDANT UNDER ORDER XXIII RULE 3 READ
WITH SECTION 151 OF THE CODE OF CIVIL PROCEDURE, 1908

1. The Plaintiff is Prakash Petrochemicals Private Limited, a company incorporated under the Companies Act, 1956, having office at No. 36, First Floor, New Azadi Road, Kilpauk Garden colony, Kilpauk, Chennai 600032, represented by its Director, Mr. Palki Gang.

2. The Defendant is Mansarovar Japan (India) Private Limited, 187B, 187C, 188A, 187UL, 1DA, Wolur Mandal, Mahabubnagar district, Telangana - 509228, represented by its Director, Mr. Gopal Kumar Sankhala.

For PRAKASH PETROCHEMICALS PVT. LTD.
Palki Gang
Director

Gopal
Mansarovar Japan (India) Private Limited
Director



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3. The Plaintiff has filed the above suit against the Defendant praying for the following relief:

- a. A permanent injunction restraining the Defendants, their proprietors, partners, directors, subsidiaries, affiliates, franchisees, officers, employees, personnel, servants, agents, representatives including wholesalers, distributors, stockists, retailers and anyone acting for or on their behalf from in any manner directly or indirectly using the trade mark 'TIRUMALA' and/or 'TIRUMALA GOLD' and/or any other mark identical or similar to the Plaintiff's registered trade mark 'TIRUMALA' under No. 2080185 in Class 35 and 'TIRUMALA' device mark under Nos. 4439606 and 4439607 in Classes 6 and 40 respectively amounting to infringement of Plaintiff's registered trade marks;
- b. A permanent injunction restraining the Defendant, their proprietors, partners, directors, subsidiaries, affiliates, franchisees, officers, employees, personnel, servants, agents, representatives including wholesalers, distributors, stockists, retailers and anyone acting for or on their behalf from in any manner directly or indirectly using trade mark 'TIRUMALA' and/or 'TIRUMALA GOLD' and/or any other mark identical or similar to the Plaintiff's mark 'TIRUMALA' thereby passing off their products as that of the Plaintiff;
- c. An order directing the Defendant to furnish all the data and accounts of any and all transactions undertaken, goods sold, services rendered and the profits obtained during the course of their business relating to the sale of goods under the impugned

For PRAKASH FERROUS INDUSTRIES PVT. LTD.

Rajkumar

Director





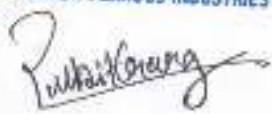
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trade marks 'TIRUMALA' and/or 'TIRUMALA GOLD' and/or any other mark identical or similar to the Plaintiff's mark 'TIRUMALA';

- d. An order for delivery up of any and all of Defendant's finished and/or unfinished products, materials including packaging material; signage; cards, labels, brochures, printed materials and any other material bearing the impugned trade mark(s) and/or any mark which is identical to and/or deceptively similar to that of the Plaintiff's trade mark 'TIRUMALA' to the Plaintiff for the purpose of destruction;
- e. Costs and such other relief as this Hon'ble Court may deem fit, in the circumstances of the case, in the interests of justice and equity.

4. The Plaintiff and the Defendant have amicably resolved their dispute as the Defendant is willing to cease the use of the impugned mark and adopt new mark(s) which are not similar to the Plaintiff's mark.
5. The Defendant acknowledges the rights of the Plaintiff in the Trademark '**Tirumala**' with respect to TMT bars and related goods, such as common metals and their alloys; metal building materials; Metal tubes for agricultural use; Metal taps; Metal residential and agricultural shelters; Steel pipes; iron, iron sheet & slab, iron rod, Steel in rod form; transportable buildings of metal; materials of metal for railway tracks; non electric cables and wires of common metal; ironmongery, metal hardware; pipes and tubes of metal, safes; goods of common metal; ores, and services related thereto, falling under class 6 and 35 and other goods allied and cognate to said goods and related services.

For PRAKASH FERROUS INDUSTRIES PVT. LTD.

Director

For PRAKASH FERROUS INDUSTRIES PVT. LTD.

Director

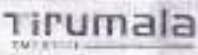


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6. The Defendant agrees that the Plaintiff is the proprietor of the trademark **TIRUMALA** which is the subject matter of this suit and acknowledges the below registrations, which are collectively referred to as the 'Plaintiff's Marks':

S. NO.	APPLICATION NO.	TRADE MARK	CLASS	STATUS
1.	2080185	TIRUMALA	35	Registered & Valid up to 31 May 2032
2.	4439606		6	Registered & Valid up to 13 February 2030
3.	4439607		40	Registered & Valid up to 13 February 2030
4.	5061790	TIRUMALA	6	Registered & Valid up to 27 July 2031

7. The Defendant agrees not to challenge or oppose the trademarks rights of the Plaintiff in any manner whatsoever at any point in time and agrees to withdraw the opposition or any other proceeding initiated against Plaintiff's mark. The Defendant agrees to withdraw the opposition filed against Plaintiff's trademark application numbers: 5061791 and 5525126 before 30 September 2025.

For PRAKASH FERROUS INDUSTRIES PVT. LTD.



Director

For PRAKASH FERROUS INDUSTRIES PVT. LTD.

Director

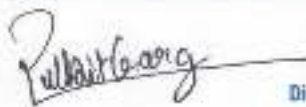




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8. The Defendant hereby agrees and undertakes not to use the impugned mark in respect of goods falling under class 6, especially hardware and TMT steel bars, namely the trade mark 'TIRUMALA' and/or 'TIRUMALA GOLD' and agrees not to engrave the same on its products, i.e. , or any label on the products and/or any other name, mark, device/label, which may be identical or similar to the Plaintiff's mark amounting to infringement of the Plaintiff's trademark and/or passing off their products as and for that of the Plaintiff's products.
9. The Defendant agrees that within 6 months from the date of execution of this memo of compromise, the Defendant will exhaust and discontinue sale of their goods bearing the mark 'TIRUMALA' or 'TIRUMALA GOLD' and also undertakes not to use the mark 'TIRUMALA', 'TIRUMALA GOLD' or any other mark similar to the Plaintiff's said mark.
10. The Defendant agrees that it has removed all references to the marks 'TIRUMALA' and 'TIRUMALA GOLD' in its business and has destroyed all references to the same in its stationery, packaging material, promotional and marketing material, advertisements, hoardings, signage, brochures, invoices, letterheads, business correspondence, digital platforms including websites, third-party platforms such as IndiaMart, and social media, and any other medium of trade or commerce, both online and offline and further agrees to remove if any within 6 months from the passing of decree in the present suit.
11. The Defendant agrees and undertakes to forthwith change and remove the mark 'TIRUMALA' and/or 'TIRUMALA GOLD' from all licenses and registrations from government authorities.

For PRAKASH FERROUS INDUSTRIES PVT. LTD.



Director





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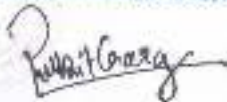
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12. The Defendant admits, agrees and acknowledges that the Plaintiff is the proprietor of the mark 'TIRUMALA' and that the Plaintiff is entitled to statutory and common law rights in the same on account of prior, long, continuous and extensive use and promotion in the trade. The Defendant also understands, agrees and confirms that it has no right in the Plaintiff's mark 'TIRUMALA' and undertakes not to apply for securing any right in the said mark or any mark similar thereto directly or indirectly. The Defendant also confirms that it has not filed for registration of the Plaintiff's TIRUMALA mark or any mark similar thereto.

13. The Defendant agrees and undertakes that it shall use the following marks always as a whole and in a single line and in the same font size (hereafter the 'Defendant's marks') from the date of execution of this Memo of Compromise and agrees not to use THIRUMAL or TIRUMAL per se and use the following marks as a whole:

- a. Thirumal TG
- b. Thirumal TG Gold
- c. Thirumal Raj
- d. Thirumal Raj Gold
- e. Thirumal kdm
- f. Thirumal life

14. The Defendant shall represent the Defendant's marks as mentioned in the above paragraph and shall take all due precautions to ensure that the Defendant's marks are not perceived or likely to be mistaken as and for the Plaintiff's mark.

For PRAKASH FERROUS INDUSTRIES PVT. LTD.
For PRAKASH FERROUS INDUSTRIES PVT. LTD.

Director
Director

For PRAKASH FERROUS INDUSTRIES PVT. LTD.





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15. The Defendant is not restricted only to the use the marks mentioned in paragraph no.13. Further, the Defendant may use the mark 'THIRUMAL' with any other prefix or suffix that is not descriptive, further provided that such mark is not deceptively similar or identical to the Plaintiff's mark(s).

Illustration: The mark 'Thirumal' with the suffix 'Steel', 'Iron', 'Iron', 'Iron' or any other similar term or of this nature would be considered deceptively similar or identical to the Plaintiff's mark(s).

16. The Defendant submits to judgment and decree as prayed for in terms of prayers in paragraphs 47 (a) and (b) of the plaint on the basis of the terms mentioned in the present Memo of Compromise.

17. Subject to the aforesaid express undertaking by the Defendant, the Plaintiff agrees to give up on the other relief sought by them in the Plaint being relief mentioned in paragraphs 47 (c), (d) and (e).

18. The above said terms of compromise shall be binding on the Plaintiff and the Defendant themselves as also, on their Proprietors, Partners, Directors, Associates, Assignees, Successors in interest including subsidiaries and any other entity or person with which they may be directly or indirectly associated.

19. The Defendant agrees that in the event that they violate the terms of the present Memo of Compromise, they shall be liable for costs and damages claimed by the Plaintiff in any such subsequent proceedings.

It is, therefore, prayed that this Hon'ble Court may be pleased to record the Memorandum of Compromise and the Decree may be passed in favour of the

For PRAKASH FERROUS INDUSTRIES PVT. LTD.

Pulkit Garg

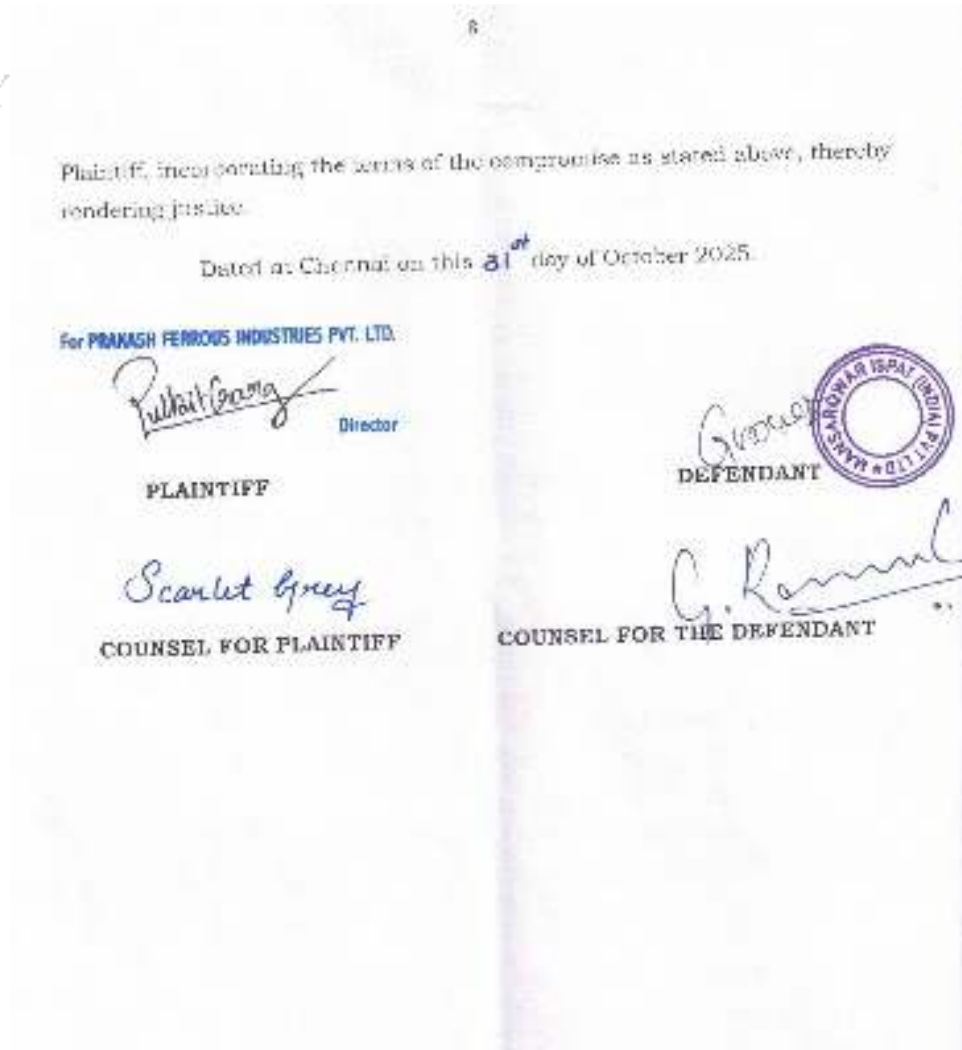
Director





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2. Recording the said Joint Memorandum of compromise, this Civil Suit is disposed of in terms of settlement. The said Joint Memorandum of Compromise shall form part of this judgment. No costs.

05-11-2025

kmi

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



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To
The Sub Assistant Registrar,
Original Side,
Madras High Court.



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N.SENTHILKUMAR J.

kmi

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