



C.S.No.458 of 1998

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 30.07.2025

CORAM

THE HONOURABLE **MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

C.S.No.458 of 1998

Texmo Industries, Coimbatore 29,
Represented by its Partner,
Damayanti Ramachandran

... Plaintiff

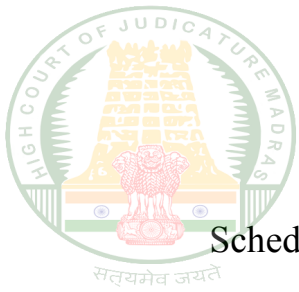
-VS-

Tecmo Industries,
Coimbatore 6,
Represented by its Partner K.Vellingiri

... Defendant

PRAYER: Civil Suit filed under Order VII Rule 1 Civil Procedure Code, 1908 And Order IV Rule 1 of O.S.Rules, 1956 Read With Sections 28, 29, 105 and 106 of the Trade and Merchandise Marks Act, 1958, praying to grant a judgment and decree on the following terms:-

(i) Restraining by means of permanent injunction the defendant, its agents, servants, dealers or others claiming through or under the defendant from manufacturing, selling and / or offering for sale any goods in class 9 of



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Schedule IV of the Trade and Merchandise Marks Rules 1959 bearing
“TECHMO” and “TECMO” trade marks, or any other trade marks which is

identical with, or similar to, the plaintiff's registered trade marks
Nos.315049 and 315050 (“TEXMO”) in class 7, in any manner whatsoever;

(ii) Restraining, by means of permanent injunction, the defendant, its
agents, servants, dealers or others claiming through or thereunder, in any
manner from passing off any goods including pumpsets and other allied
goods as those of the plaintiff's;

(iii) Directing the Defendant, its agents, servants and representatives
and others claiming through the defendants by means of a mandatory
injunction to handover to the plaintiff for destruction, all goods
manufactured and stocked by the defendant bearing the trade marks
“TECHMO” or “TECMO” or any other mark identical with or similar to the
plaintiff's above registered trade marks, as well as stationery, brochures,
labels, machinery and dies used for preparing the said trade marks;

(iv) Directing the defendant to render to the plaintiff, true and faithful
account / accounts of profit, which the defendant has made.

(v) Awarding costs of the suit to be paid by the defendant to the



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plaintiff.

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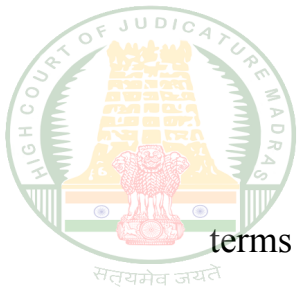
For Plaintiff : M/s.M.S.Bharath, V.S.Krishna
for M/s.Kria Law

For Defendant : Mr.Madhan Babu
for M/s.Rahul Balaji

JUDGMENT

The suit was filed seeking remedies in respect of alleged infringement of trade mark and passing off. Parties have reached a settlement and executed the memorandum of compromise dated 24.07.2025. Such memorandum of compromise is executed by the authorized signatory of the plaintiff and a partner of the defendant.

2. In the memorandum of compromise, parties have agreed that the suit be decreed in terms of the prayers at paragraphs 15(1) and 15(2) of the plaint. The plaintiff has agreed to relinquish the claims made in paragraphs 15(iii) to 15(v) of the plaint. I find no legal impediment to decree the suit in



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terms of the memorandum of compromise.

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3. Therefore, C.S.No.458 of 1998 is decreed in terms of the prayers in paragraphs 15(1) and 15(2) of the plaint. The memorandum of compromise shall form an integral part of the decree. In view of the compromise, the parties shall bear their respective costs.

30.07.2025
(2/2)

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Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No



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SENTHILKUMAR RAMAMOORTHY,J

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