



C.S.(Comm.Div.) No.59 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

WEB COPY

DATED: 09.04.2025

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm.Div.) No.59 of 2025
and A.No.1059 of 2025
and O.A.No.186 & 187 of 2025

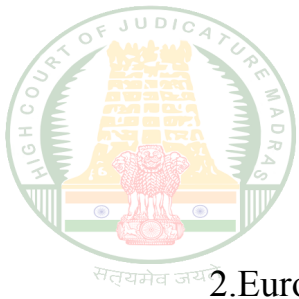
1.Anandbabu Mamadepali, Director
B-3/102, Mohan Regency,
Adharwadi Jail Road, Adharwadi,
Kalyan (West) – 421 301, Thane District,
Maharashtra, India
Represented by his PoA, Mr.M.S.Madhavan

2.Rammy Trade Solutiona Pvt. Ltd.
Plot No.B3/103, Mohan Regency,
Adharwadi Jail Road, Adharwadi,
Kalyan (West) – 421 301, Thane District,
Maharashtra, India
Also, at No.1 & 3 Iyyaswamy School Street,
Nehru Nagar, Chromepet,
Chennai 600 044.
Represented by his PoA, Mr.M.S.Madhavan

... Plaintiffs

-VS-

1.M.Partheeban
#2/9, SIDCO Nagar, Villivakkam,
Chennai, Tamil Nadu – 600 049.



C.S.(Comm.Div.) No.59 of 2025

2.Euro Flow RO
#2/9, SIDCO Nagar, Villivakkam,
Chennai, Tamil Nadu – 600 049
Represented by its Proprietor Mr.M.Sudar

... Defendants

PRAYER: Civil Suit (Commercial Division) filed under Order VII Rule 1 Civil Procedure Code, 1908 And Order IV Rule 1 of O.S.Rules, 1956 Read With Sections 27, 28, 29, 134, 135 of the Trade Marks Act, 1999 Read With Sections 51, 55 and 62 of the Copyrights Act, 1957, praying to grant a judgment and decree on the following terms:-

(a). A permanent injunction restraining the Defendants, by themselves, their assignees, men, servants, agents, distributors, stockiest, representatives or any one claiming through or under them from in any manner infringing the plaintiff's registered trademarks OTAYO under No.2930968 and in Class 11 by manufacturing, marketing, using or in any other manner dealing with electrical products under the trademark OTAYO or in any other manner whatsoever;

(b). A permanent injunction restraining the Defendants, by themselves, their assignees, men, servants, agents, distributors, stockiest,



WEB COPY

representatives or any one claiming through or under them from selling counterfeit RO membranes under the mark OTAYO and from in any manner passing off and / or enabling others to pass off the Defendant' products under the trademark 'OTAYO' as and for the plaintiff's products by manufacturing, selling, or offering to sell, distributing, displaying, printing, stocking, using, advertising their products with a trademark and / or label that is identical in with that of the plaintiff's 'OTAYO' trademark or in any other manner whatsoever;

(c). The Defendants be ordered to surrender to the Plaintiff for destruction of all products, labels, cartons, dyes, blocks, molds, screen prints, packing materials and other materials bearing the trademark 'OTAYO' or any mark deceptively similar to plaintiff's trademark OTAYO;

(d). A preliminary decree be passed in favour of the Plaintiff directing the Defendants to render account of profits made by use of trademark 'OTAYO' and a final decree be passed in favour of the Plaintiff for the amount of profits thus found to have been made by the Defendants after the latter have rendered accounts;

(e) For costs of the suit.



C.S.(Comm.Div.) No.59 of 2025

WEB COPY For Plaintiffs : Mr.R.Sathish Kumar

For Defendant s : Mr.B.K.Girishneelakantan

JUDGMENT

The suit was filed seeking relief in respect of alleged infringement and passing off in relation to the plaintiff's registered trade mark OTAYO. Parties have arrived at a settlement and recorded the terms thereof in memorandum of compromise dated 09.04.2025. The memorandum of compromise has been executed by Mr.M.S.Madhavan, who is a Director of the second plaintiff and the power of attorney representing the first plaintiff in the suit. On behalf of the defendants, the memorandum of compromise is signed by Mr.M.Partheeban, who is the first defendant, and the sole proprietor of the second defendant.

2. At paragraph 2 of the memorandum of compromise, the defendants have undertaken that they will not import, manufacture, market or otherwise



C.S.(Comm.Div.) No.59 of 2025

deal with any products bearing the trade mark OTAYO or any mark
deceptively similar thereto. Parties have also agreed that the suit may be
decreed in terms of prayers (a), (b) and (c) of paragraph 39 and that the
plaintiff gives up the reliefs claimed in paragraph 39 (d) and (e) of the
plaint. The defendant has also agreed that in the event of breach of
undertakings provided to this Court, they will be liable to pay a sum of
Rs.10,00,000/- (Rupees Ten Lakhs only) to the plaintiff in addition to any
other relief. I see no legal impediment for the issuance of a decree in terms
of the memorandum of compromise.

3. Therefore, C.S.(Comm.Div.) No.59 of 2025 is decreed in terms of
prayers (a), (b) and (c) of paragraph 39 of the plaint. The memorandum of
compromise shall form an integral part of the decree. In the facts and
circumstances, there will be no order as to costs. Consequently, the
connected applications are also closed.

09.04.2025

rna

Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No



WEB COPY



C.S.(Comm.Div.) No.59 of 2025

SENTHILKUMAR RAMAMOORTHY,J

rna

C.S.(Comm.Div.) No.59 of 2025
and A.No.1059 of 2025
and O.A.No.186 & 187 of 2025

09.04.2025