



C.S.(Comm.Div.) No.104 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 11.06.2025

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm.Div.) No.104 of 2025
and O.A.Nos.398 & 399 of 2025
and A.Nos.2030 & 2031 of 2025

S.G.R. (777) Foods Pvt Ltd
Having Registered Office at:
New No.113, Old No.62, 5th Floor,
Chalam Towers, Dr.Radhakrishnan Salai,
Mylapore, Chennai – 600 004
Represented by its Authorized Signatory
Ms.V.Kirithika Marks

... Plaintiff

-VS-

H.R.Marketing
No.568, 7th Cross, Vasam Nagar Extn.
Nachikurichy, Tiruchirappalli – 620 102
Also at:
Vayalur Road, Tiruchirappalli – 620 102
Represented by its Authorized Signatory

... Defendant

PRAYER: Civil Suit (Commercial Division) filed under Order IV Rule 1 of
the Madras High Court Original Side Rules And Order VII Rule 1 Code of



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Civil Procedure, 1908 Read With Sections 27, 134 and 135 of the Trade Marks Act, 1999 and Sections 14, 51, 55 and 62 of the Copyrights Act, 1957 Read With Section 2(1)(c)(xvii) and Section 7 of the Commercial Courts Act, 2015 Read With Rule 5 of the Madras High Court Intellectual Property Rights Division Rules, 2022, praying to grant a judgment and decree on the following terms:-

(a) A permanent injunction restraining the Defendant, their proprietor, partners, directors, management, subsidiaries, affiliates, franchisees, officers, employees, personnel, servants, agents, representatives including wholesalers, distributors, dealers, retailers, stockists and anyone acting for or on their behalf from, in any manner manufacturing, marketing, selling advertising, exporting any product under the defendant's impugned label and trade dress and as identified in paragraph 22 of the plaint and / or any label and trade dress identical or similar to the plaintiffs label and trade dress and / or any other product, amounting to **infringement** of plaintiff's copyright vesting in the artistic and literary work of the label and trade dress identified in paragraph 16 of the plaint.



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(b) A permanent injunction restraining the defendant, their proprietors, partners, directors, subsidiaries, affiliates, franchisees, officers, employees, personnel, servants, agents, representatives including wholesalers, distributors, stockists and anyone acting for or on their behalf from manufacturing, marketing, selling, advertising, exporting any product under the impugned label and trade dress identified in paragraph 22 of the plaint, and / or any label and trade dress identical or similar to the plaintiff's label and trade dress identified in paragraph 16 of the plaint, amounting to **passing off** the defendant's products as that of the plaintiff's.

(c) An order directing the defendants to **furnish all the data and accounts** of any and all transactions undertaken, goods manufactured, marketed, launched, sold, advertised, exported, services rendered, and the profits obtained during the course of their business relating to the sale of goods under the impugned label and trade dress identified in paragraph 22 of the plaint and / or any other trademark, label and trade dress similar to the plaintiff's products under the label and trade dress identified in paragraph 16 of the plaint.



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(d) An order directing defendant to **preliminary damages** for a sum of Rs.5,00,000/- (Rupees Five Lakhs only) to the plaintiff apart from such damages as calculated upon accounts being rendered by the defendants.

(e) An order for **delivery up** of any and all finished and / or unfinished labels, cartons, product packaging, materials including signage, cards, stationary, accessories, labels, brochures, printed materials including hoardings and other material bearing the impugned label and trade dress identified in paragraph 22 of the plaint and / or any label and trade dress identical with or deceptively similar to the plaintiff's label and trade dress identified in paragraph 16 of the plaint, by the defendant to the plaintiff for the purpose of destruction.

(f) Costs and such other relief.

For Plaintiff : M/s.K.Prem Chander
Mr.N.C.Vishal
Ms.S.Yeseswini

For Defendant : Appeared in person



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JUDGMENT

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The suit was filed seeking relief in respect of alleged infringement of the plaintiff's copyright in the label and trade dress described in paragraph 16 of the plaint and in respect of alleged passing off.

2. Upon receipt of notice, the defendant offered to settle the dispute and the parties have executed memorandum of compromise dated 11.06.2025.

3. The said memorandum of compromise has been executed by an authorized signatory of the plaintiff, Ms.V.Kirithika Marks. As regards the defendant, the Proprietrix, Mrs.Shameem Banu, has executed the same. Both Mrs.Shameem Banu and her husband, Mr.Mohammed Hussain, are present in person in Court.

4. In the memorandum of compromise, the defendant has submitted to a judgment and decree as prayed for in paragraphs 47(a), (b) and (e) of the



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plaint. The plaintiff has relinquished the claims made in paragraph 47(c), (d) and (f) of the plaint. I find no legal impediment to the issuance of a decree in terms of the memorandum of compromise.

5. Therefore, C.S.(Comm.Div.) No.104 of 2025 is decreed in terms of the prayers in paragraph 47(a), (b) and (e) of the plaint. The memorandum of compromise shall form an integral part of the decree. In view of the settlement, there will be no order as to costs. Consequently, the connected applications are closed.

11.06.2025

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Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No



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