



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.07.2025

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THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

**C.S.(Comm Div) No.113 of 2025 &
O.A.Nos.439 & 440 of 2025 & A.Nos.2182 & 2183 of 2025**

Hatsun Agro Product Ltd
Represented by its authorized signatory,
Mr Syed Irfan,
Having registered office at No 41 (49),
Janakiram Colony Main Road,
Janakiram Colony, Arumbakkam,
Chennai 600 106

... Plaintiff

-VS-

1. M/s.Arogya Natural Czech Oils and Millets
Represented by its Partners
carrying on business at
No.1-184/8, Karukankattu Thottam,
Veppadai Road, Agraharam,
Pallipalayam, Namakkal,
Tamil Nadu, India-638 008.

2. Ms. V.Bhuvaneswari, Partner,
carrying on business at
No.1-184/8, Karukankattu Thottam,
Veppadai Road, Agraharam,
Pallipakayam, Namakkal,
Tamil Nadu, India-638 008.



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3. Ms. K.Mathiyarasi, Partner
carrying on business at
No.1-184/8, Karukankattu Thottam,
Veppadai Road, Agraharam,
Pallipalayam, Namakkal,
Tamil Nadu, India-638 008

... Defendants

PRAYER: Civil Suit (Commercial Division) filed under Order VII Rule CPC read with Order IV Rule 1 High Court O.S.Rules and Sections 134 and 135 of the Trademarks Act, 1999 and Section 7 of the Commercial Courts Act, 2015, prays for judgment and decree:

(A) For a permanent injunction restraining the Defendants, by himself, or through his servants, agents, legal representatives, distributors or anyone claiming through him from in any manner infringing the Plaintiff's registered trade mark AROKYA by using the mark AROGYA NATURAL or any other deceptively similar mark in any manner whatsoever causing infringement under section 29(4) to the Plaintiff's registered trademark as described in the Schedule to the Plaint ;

(B) For a permanent injunction restraining the Defendants, by himself, or through his servants, agents, legal representatives, distributors or any one claiming through him from in any manner whatsoever from passing off and enabling others to pass off the Defendant's business as that of the Plaintiff's by using the mark



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AROGYA NATURAL or any other mark or trade name which is deceptively similar or identical to the Plaintiff's trademark AROKYA in any manner whatsoever.

C. Directing the Defendants, to surrender to the Plaintiff all the products and stocks with the offending labels, together with the blocks, dies, name boards, sign boards, etc., for destruction.

D. Directing the Defendants, to render true and faithful accounts of the profits earned by it through the sale of the products bearing the offending trademark labels and directing payment of such profits to the Plaintiff.

E. Directing the Defendants, to pay to the Plaintiff a sum of Rs.3,00,000/- as damages for committing acts of infringement of trademark and passing off.

F. Grant such further or other reliefs as this Court may deem fit and proper under the circumstances of the case.

For Plaintiff : Mr.Shubham Matheu George
for M/s. Surana & Surana

For Defendants : Mr.M.Ashok, 1st Defendant in Person

JUDGMENT

The suit was filed seeking remedies in respect of alleged infringement of the plaintiff's registered trade mark AROKYA by use



of the impugned mark AROGYA NATURAL or any mark
deceptively similar thereto and in respect of alleged passing off.

2. Upon service of notice, the defendants reached out to the plaintiff for a settlement. Pursuant thereto, a memorandum of settlement dated 2nd July, 2025 has been placed on record. The said document has been executed by an authorized signatory of the plaintiff and by the second and third defendants, who are the partners of the first defendant. Representatives of the first defendant firm are present in Court.

3. In the memorandum of settlement, the defendants have acknowledged the exclusive rights of the plaintiff to the trade mark AROKYA and its variants. They have further agreed that they shall cease to use the mark AROGYA NATURAL. Consequently, by memo dated 01.07.2025, the plaintiff prays for a decree in terms of the reliefs claimed in Clauses A and B of paragraph 38 of the plaint and agrees



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to relinquish the reliefs claimed in Clauses C, D and E of paragraph 38 of the plaint.

4. On examining the memorandum of settlement, I see no legal impediment to the issuance of a decree in terms thereof.

5. Therefore, C.S.(Comm Div) No.113 of 2025 is decreed in terms of reliefs claimed at paragraph 38 A and B of the plaint. The memorandum of settlement dated 02.07.2025 shall form an integral part of the decree. In view of the settlement, there will be no order as to costs. Consequently, connected miscellaneous petitions are closed.

02.07.2025

Index : Yes/No

Internet : Yes/No

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SENTHILKUMAR RAMAMOORTHY J.

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