



C.S.(Comm.Div.) No.136 of 2025

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.(Comm.Div.) No.136 of 2025
and O.A.Nos.548 & 549 of 2025
and A.No.2479 of 2025

1.Aquapump Industries

Tudiyalur Post,

Coimbatore 641 034

and also at

No.184, Old No.24, Linghi Chetty Street,

George Town,

Chennai 600 001

Represented by its Managing Partner

Mr.Ramaswamy Kumaravelu

2.Aquasub Engineering

Tudiyalur Post,

Coimbatore 641 034

and also at

No.184, Old No.24, Linghi Chetty Street,

George Town,

Chennai 600 001

Represented by its Managing Partner

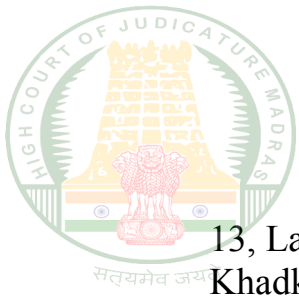
Mr.Ramaswamy Kumaravelu

... Plaintiffs

-VS-

Kirloskar Oil Engines Limited

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13, Laxmanrao Kirloskar Road
Khadki, Pune 411 003
Maharashtra.

... Defendant

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, 134 and 134 of the Trade Marks Act, 1999, praying to grant a judgment and decree on the following terms:-

(a) Granting a permanent injunction, restraining the Defendant, by itself, their servants, agents, distributors, or anyone claiming through them from manufacturing, selling, advertising and offering for sale using the Trade Mark “**TECNO**” as such or prefix or suffix in any Electric Pumps in Class 7 or in any other goods manufactured and sold by the Defendant or its trading style or in any media and use the same in invoices, letter heads and visiting cards or by using any other trade mark which is in any way visually, or phonetically identical or deceptively similar to the Plaintiffs registered Trade Mark **TEXMO** or in any manner infringing the Plaintiffs Registered Trade Mark Nos. 315049 (SP-I), (SP-II) & 315050 (SP-I), (SP-II)



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renumbered as 2702778, 2702779, 2702780, 2702781, 1961986 1961987

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(b) Granting a permanent injunction, restraining the Defendant, by itself, their servants, agents, distributors, or anyone claiming through them from manufacturing, selling, advertising and offering for sale using the Trade Mark “**TECNO**” as such or with prefix or suffix in any Electric Pumps in Class 7 or in any other goods manufactured and sold by the Defendant and its trading style or in any media and use the same in invoices, letter heads and visiting cards or by using any other trade mark which is in any way visually, or phonetically identical or deceptively similar to the Plaintiffs Trade Mark **TEXMO** or in any manner pass off the Plaintiffs goods.

(c) Directing the Defendant to surrender to the Plaintiffs all the goods, packing materials, cartons, advertisement materials and hoardings, letter heads, visiting cards, office stationery and all other materials containing/bearing the Trade Mark “**TECNO**” or other deceptively similar mark to the Plaintiffs Trademark **TEXMO**.



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(d) Directing the Defendant to render an account of profits made by

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them by the use of the impugned trademark “TECNO” on the goods Electric Pumps in Class 7 and decree the suit for the profits found to have been made by the Defendant, after the Defendant has rendered account.

(e) Directing the Defendant to pay to the Plaintiffs the costs of the suit.

For Plaintiffs : Ms.Gladys Daniel
for Mr.C.Daniel

For Defendant : Summon served on 14.06.2025

JUDGMENT

The suit was filed seeking remedies in respect of alleged trade mark infringement and passing off. Upon receipt of notice in the interim application, the defendant reached out to the plaintiffs for a settlement. Pursuant thereto, parties have executed memorandum of compromise dated 09.07.2025. Such memorandum of compromise has been signed by the



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Managing Partner of each plaintiff and by the defendant through its authorized signatory, Mr.Hitesh Ambekar, who was authorized through letter of authority dated 01.07.2025, which, in turn, was issued pursuant to the resolution of the Board of Directors on 14.05.2025.

2. In the memorandum of compromise, the defendant has agreed to withdraw the application filed by it for registration of the trade mark TECNO and Application No.5505830. The defendant has also agreed for a decree in terms of paragraphs 24(a) and 24(b) of the plaint. The plaintiffs have agreed to relinquish the claims made in paragraphs 24(c) to 24(f) of the plaint. I see no legal impediment to the issuance of a decree in terms of the memorandum of compromise.

3. Therefore, C.S.(Comm.Div.) No.136 of 2025 is decreed in terms of the reliefs claimed in paragraphs 24(a) and 24(b) 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. Consequently, the connected applications are closed.



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Index : Yes / No

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Neutral Citation: Yes / No

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