



WEB COPY



C.S. (Comm. Div.) No.155 of 2024

THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 31.01.2025

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. (Comm. Div.) No.155 of 2024

MRF LIMITED,
114, GREAMS ROAD,
CHENNAI-600 006,
Represented by its Power Agent
Mr. M.P. Jagadeesan

... Plaintiff

VS

SUNIL RAMDAS DATE,
Proprietor,
M/S SWAMI TYRES,
SHOP NO-3 & 4. OPP GADGIL PATANGAN,
MALEGAON, AHMEDNAGAR,
MAHARASHTRA-414001

... Defendant

Prayer : PLAINT FILED UNDER ORDER VII RULE I OF CIVIL
PROCEDURE CODE, 1908 & ORDER IV RULE 1 OF RULES OF the
HIGH COURT, 1994 & SECTION 7 OF THE COMMERCIAL
COURTS ACT, 2015 to grant a judgment and decree on the following
terms :

a. Declare that the DEFENDANT have violated the terms and
conditions of 'MRF TYRES EXCLUSIVE DEALER WITH
ALIGNMENT AND BALANCING CENTRE LICENSE AGREEMENT



C.S. (Comm. Div.) No.155 of 2024

executed on 12.02.2018 by continuing the License business after its termination on 03.12.2023:

b. A permanent injunction restraining the DEFENDANT to stop displaying the display boards and Signages detailed in Schedule C hereunder, advertising and packaging materials of the Plaintiff Company, operating manuals and confidential documents of the Plaintiff Company and surrender the display boards, Signages, advertising and packaging materials, operating manuals, software and confidential documents to the Plaintiff Company in its original condition subject to normal wear and tear,

c. A mandatory injunction directing the DEFENDANT to stop using the Machineries detailed in Schedule B hereunder and surrender the Machineries to the Plaintiff Company in its original condition subject to normal wear and tear or in the alternative to pay an amount of Rupees 17,75,900/-(Rupees Seventeen Lakhs Seventy Five Thousand and Nine Hundred Only) being the value thereof to the Plaintiff Company as consolidated damages, in the event of the failure of the DEFENDANT to return the machinery,

d. A mandatory injunction directing the DEFENDANT to prepare and submit an account of profits made by them by the unlawful use of the Schedule B Machineries of the Plaintiff and thereafter to pass a final decree upon ascertaining the accounts, in favour of the Plaintiff and against the Defendant;



C.S. (Comm. Div.) No.155 of 2024

e. The DEFENDANT to be ordered to pay a sum of Rs.10,000/- per day (Rupees Ten Thousand Only) with effect from 04.12.2023, the date of termination of the MRF TYRES EXCLUSIVE DEALER WITH ALIGNMENT AND BALANCING CENTRE LICENSE AGREEMENT untill the DEFENDANT have returned the Schedule B and C machineries and display items;

f. The DEFENDANT to be ordered to pay unliquidated damages to the tune of Rs.7,25,100/- (Rupees Seven Lakhs twenty five thousand and one Hundred Only) for violating the terms and conditions of the 'MRF TYRES EXCLUSIVE DEALER WITH ALIGNMENT AND BALANCING CENTRE LICENSE AGREEMENT';

g. To appoint an Advocate Commissioner to inspect Schedule A Showroom of the DEFENDANT and report

(i) the condition of the machineries detailed in Schedule B of the Plaint installed in Schedule A Showroom of the DEFENDANT; and

(ii) display items and signages detailed in Schedule C displayed in Schedule A Showroom of the DEFENDANT.

h. For the costs of the suit
and

i. Grant such other relief or reliefs as this Court may deem fit and proper in the circumstances of the case and thus render justice.



WEB COPY



C.S. (Comm. Div.) No.155 of 2024

For Plaintiff

: Ms. Reshma for

Mr.M.S. Bharat

JUDGEMENT

The learned counsel for the plaintiff submits that the matter has been settled out of Court. She has made an endorsement to that effect in the Court bundle. Accordingly, the suit is dismissed as settled out of Court. No costs.

Registry is directed to refund the full Court fees to the plaintiff.

31.01.2025

Index: Yes/ No

Speaking order / Non speaking order

Neutral citation : Yes / No

vsi2



WEB COPY



C.S. (Comm. Div.) No.155 of 2024

ABDUL QUDDHOSE, J.

vsi2

C.S. (Comm. Div.) No.155 of 2024

31.01.2025