



C.S.(Comm.Div) No.155 of 2025, O.A.Nos.617 to 623 of 2025 and A.No.2770 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 06.10.2025

CORAM:

THE HONOURABLE MR. JUSTICE N. SENTHILKUMAR

C.S.(Comm.Div) No.155 of 2025

and O.A.Nos.617 to 623 of 2025 and A.No.2770 of 2025

M/s.Textmo Industries

... Plaintiff

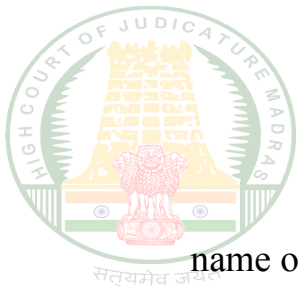
Versus

Mukesh Lamba

... Defendant

Prayer: Commercial Suit filed under Order VII Rule 1 of the Civil Procedure Code, 1908, r/w Order IV Rule 1 of Original Side Rules, 1956, r/w Sections 2(1)(C)(XVII) read with Section 7 of the Commercial Courts Act, 2015 and Sections 27, 28, 29, 134 & 135 of the Trade Marks Act, 1999 and Sections 51, 55 & 62 of the Copyrights Act, 1957 to grant a judgment and decree on the following terms:

a)A permanent injunction restraining the Defendant, his partners, his employees, officers, servants, agents, and all others acting for and on his behalf from manufacturing, selling, distributing, maintaining and/or operating websites, domain names, social media platforms, email address, mobile applications, trade/corporate name and in any other manner directly or indirectly, online or offline, dealing with any goods or services in the



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name of

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VARUN PUMPINGS which is identical to the Plaintiff's registered trademark TARO,



and its formative marks amounting to the infringement of the plaintiff's registered trademark



bearing application Nos.3884169 in class 07, 3884170 in class 09, 3884171 in class 11 and 3884173 in class 17;

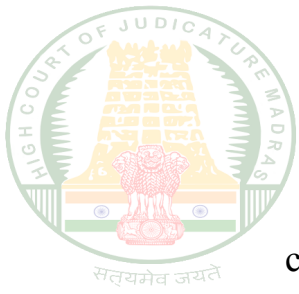
b)A permanent injunction restraining the Defendant, his partners, his employees, officers, servants, agents, and all others acting for and on his behalf from manufacturing, selling, distributing, maintaining and/or operating websites, domain names, social media platforms, email address, mobile applications, trade/corporate name and in any other manner directly or indirectly, online or offline, dealing with any goods or services in the name of



VARUN PUMPINGS or any other mark which is identical/similar to the Plaintiff's trademarks TARO,



and such other marks and passing off the goods/services of the Defendant as and for those of the Plaintiff;



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c) A permanent injunction restraining the Defendant his partners, employees, officers, servants, agents and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, maintain and/or operate websites, domain names, social media platforms, e-mail addresses, mobile applications, trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services under



VARUN PUMPINGS which is identical to the artistic work inherent in the Plaintiff's registered device marks and copyright over its artistic work



registered under Registration No. A-141687/2022 in any manner whatsoever;

d) A permanent injunction restraining the Defendant his partners, employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, maintain and/or operate websites, domain names, social media platforms, e-mail addresses, mobile applications, trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services infringing the copyright in the artistic works on the website of the plaintiff by reproducing the layout, interface, font style of the Plaintiff's website in any manner whatsoever;

e) A permanent injunction restraining the Defendant his partners, employees, officers, servants, agents and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising,



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offering for sale, any products, maintain and/or operate websites, domain names, social media platforms, e-mail addresses, mobile applications, trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services infringing the copyright in the literary works on the website of the Plaintiff by reproducing the layout, interface, font style of the Plaintiff's website in any manner whatsoever;

f)A permanent injunction restraining the Defendant his partners, employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, maintain and/or operate websites, domain names, social media platforms, e-mail addresses, mobile applications, trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services infringing the copyright in the cinematographic works on the website of the Plaintiff by reproducing the exact videos of the Plaintiff's website in any manner whatsoever;

g)A permanent injunction restraining the Defendant, his partners, directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributors, stockists, representatives, licensees and anyone acting for or on his behalf directly or indirectly, as the case may be from performing any actions, especially using the trademark



VARUN PUMPINGS or any mark which is deceptively similar and or identical to the Plaintiff's trademark TARO,



and its formative marks amounting to unfair competition,



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misrepresentation, dilution of the goodwill and reputation of the Plaintiff's trademark or doing any other thing which will lead to dilution of Plaintiff's Intellectual Properties;

h)The Defendant be ordered to pay the Plaintiff a sum of INR 25,00,000/- (Rupees Twenty Five Lakhs Only) as damages for having committed infringement of the Plaintiffs' registered trademark and passing off in respect of the Plaintiff's trademark TARO,



and its formative marks and infringement and passing off of the Plaintiff's literary, artistic and cinematographic work;

i)An order of declaration, declaring the Plaintiff's trademark "TARO" as a 'well-known trademark' within the meaning of Section 2(1)(zg) read with Section 11(6) of the Trade Marks Act, 1999;

j)A preliminary decree be passed in favour of the Plaintiff directing the Defendants to render true and proper accounts of the profits arising out of the amount of sales generated by the defendant in respect of their alleged activities bearing the impugned marks



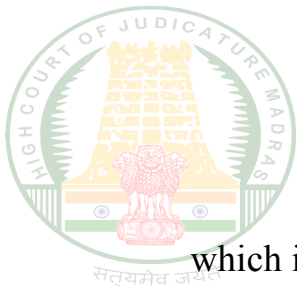
VARUN PUMPINGS or any mark which is deceptively and or identical to the Plaintiff's trademarks TARO,



and its formative marks;

k)To grant order of delivery up of any brochures/printed material and/or any material bearing "TARO", "TARO PUMPS",





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which infringes Plaintiffs' registered trademark "TARO", "TARO PUMPS,

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For Plaintiff : Mr.M.S.Bharath

For Defendant : Mr.Rishi Nandhan R.B.

JUDGMENT

A compromise has been entered into between the plaintiff and the defendant. Learned counsel for the plaintiff submitted that the date of filing was on 25.06.2025. The Memorandum of compromise was entered between the parties in the month of August 2025. Learned counsel for the plaintiff and the learned counsel for the defendant confirm that compromise has taken place. The Memorandum of Compromise is extracted hereunder:

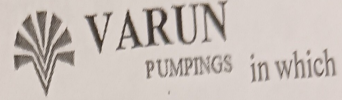


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MEMORANDUM OF COMPROMISE ENTERED INTO BETWEEN
THE PLAINTIFF AND THE DEFENDANT

The Plaintiff and the Defendant agree as follows:

1. The Plaintiff filed the present suit claiming infringement of trademark, copyright and for passing off and other reliefs against the Defendant for illegally engaging in repair services of motor pumps and submersibles pumps under the mark



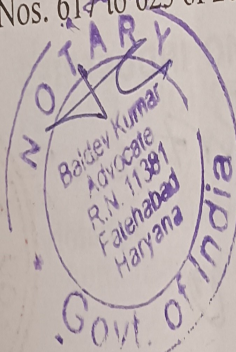
the  logo is deceptively similar to that of the Plaintiff's registered trademark,

artistic work , copyright in the literary work, artistic works and cinematographic works identical to the Plaintiff's website and Plaintiff's videos by reproducing the layout, interface, font style and thereby rendering goods and services under varied classes especially classes 07, 11 and 37.

2. That the Hon'ble Court vide order dated 25th June 2025 was pleased to grant an ad-interim order of injunction in OA Nos. 617 to 623 of 2025 filed in the present suit restraining the

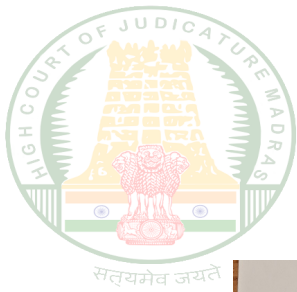
TEXMO INDUSTRIES

Authorised Signatory



M/s Varun Pu

Muk



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Defendants, their partners, directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributors, stockists, representatives, licensees and/or any person acting on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products and in any other manner, directly or indirectly, dealing with any goods or services amounting to Trademark and Copyright Infringement and passing off.

3. During the pendency of the suit, the Plaintiff and Defendant herein, have arrived at a consensus to amicably settle the dispute, by jointly executing this Memorandum of Compromise, on the following terms and conditions:

a. The Defendant agrees and acknowledges that the Plaintiff is the exclusive proprietor/owner and has absolute rights over the Plaintiff's registered trademark

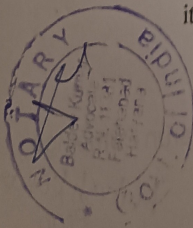
TARO,  ,  Taro Pumps and its formative marks and copyrights in artistic works, literary works and cinematographic works published on the Plaintiff's website and social media handles through prior, long and continuous use thereof in the market.

b. The Defendant further agrees and acknowledges that any continued or future use of a mark which is identical or similar to the Plaintiff's registered trademark TARO,

 ,  Taro Pumps and its formative marks and copyrights would amount to infringement of Plaintiff's registered trademark TARO,  ,  Taro Pumps and its formative marks and copyright in the artistic works and also amount to passing off their goods as that of the Plaintiff.

c. The Defendant hereby confirms that, they do not manufacture, sell, distribute, export, advertise, offer for sale, any products or services, or in any manner, directly or indirectly, in any location in India or across the globe, bearing the trademarks /

business name / company name / trading style TARO,  ,  Taro Pumps and its formative marks or any trademarks / business name / company name / trading style

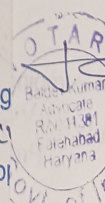
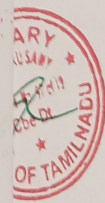
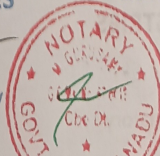


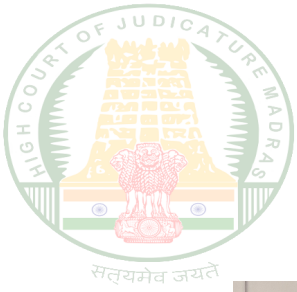
For TEXMO INDUSTRIES

S. Prathap
Authorised Signatory

M/s Varun Pumping

Nukesh Kumar
Proprietor





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which is identical or similar to the Plaintiff's TARO, ,  Taro Pumps, and its formative marks trademarks and copyrights as on date of executing this Memorandum of Compromise.

- d. The Defendant confirms having removed all the contents, Taro Fonts, Literary work, artistic work, cinematographic works and Plaintiff's photographs and videos from their website www.varunpumpings.com and social media handle <https://www.facebook.com/varunpumpings> as elucidated in Paragraphs No. 41 to 45 of the Plaintiff that are similar / identical to the ones in the Plaintiff's website <https://www.taropumps.com/> including the website layout, placement and arrangement of features, and distinctive icons.

4. In view of the above, the Defendant agree to bind itself to a decree in terms of the following prayers as sought for in Para 80 (a) to (g) of the Plaint in C. S. (Comm Div.) No. 155 of 2025:

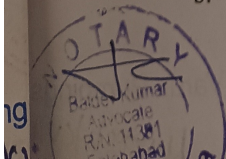
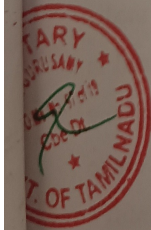
- a. A **permanent injunction** restraining the Defendant, his partners, his employees, officers, servants, agents, and all others acting for and on his behalf from manufacturing, selling, distributing, maintaining and/or operating websites, domain names, social media platforms, email address, mobile applications, trade/corporate name and in any other manner directly or indirectly, online or offline, dealing with any goods or services in the name of



TARO, ,  Taro Pumps, and its formative marks amounting to the

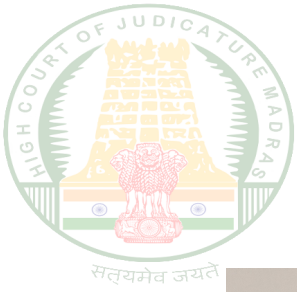
infringement of the Plaintiff's registered trademark  bearing application Nos. 3884169 in class 07, 3884170 in class 09, 3884171 in class 11 and 3884173 in class 17.

- b. A **permanent injunction** restraining the Defendant, his partners, his employees, officers, servants, agents, and all others acting for and on his behalf



For **TEXMO INDUSTRIES**

M/s Varun Pumpings
Nupkesh/Cu
Prop.



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from manufacturing, selling, distributing, maintaining and/or operating websites, domain names, social media platforms, email address, mobile applications, trade/corporate name and in any other manner directly or indirectly, online or offline, dealing with any goods or services in the name of



VARUN
PUMPINGS

or any other mark which is identical / similar to the

Plaintiff's trademarks TARO,



Taro
Pumps

and such other marks and passing off the goods / services of the Defendant as and for those of the Plaintiff.

- c. A **permanent injunction** restraining the Defendant his partners, employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, maintain and/or operate websites, domain names, social media platforms, e-mail addresses, mobile applications, trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any



VARUN
PUMPINGS

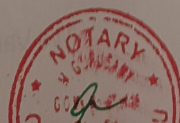
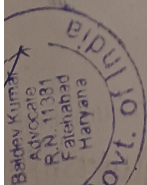
goods or services under which is identical to the artistic work inherent in the Plaintiff's registered device marks and copyright over its



Taro
Pumps

artistic work registered under Registration No. A-141687/2022 in any manner whatsoever.

- d. A **permanent injunction** restraining the Defendant his partners, employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, maintain and/or operate websites, domain names, social media platforms, e-mail addresses, mobile applications, trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services infringing the **copyright in the artistic works** on the website of the Plaintiff by reproducing the layout, interface, font style of the Plaintiff's website in any manner what so ever.

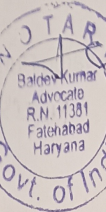


For **TEXMO INDUSTRIES**

S. Praveen
Authorised Signatory

M/s Varun Pumpings

Mukesh K
Pr





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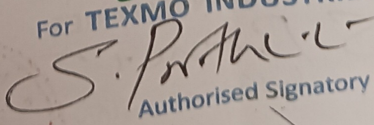
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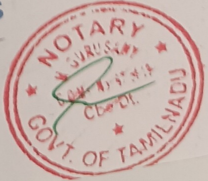
e. A **permanent injunction** restraining the Defendant his partners, employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, maintain and/or operate websites, domain names, social media platforms, e-mail addresses, mobile applications, trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services infringing the **copyright in the literary works** on the website of the Plaintiff by reproducing the **layout, interface, font style** of the Plaintiff's website in any manner what so ever.

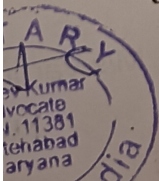
f. A **permanent injunction** restraining the Defendant his partners, employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, maintain and/or operate websites, domain names, social media platforms, e-mail addresses, mobile applications, trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services infringing the **copyright in the cinematographic works** on the website of the Plaintiff by reproducing the exact videos of the Plaintiff's website in any manner whatsoever:

g. A **permanent injunction** restraining the Defendant, his partners, directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributors, stockists, representatives, licensees and anyone acting for or on his behalf directly or indirectly, as the case may be from performing any actions, especially using the trademark  **VARUN PUMPINGS** or any mark which is deceptively similar and or identical to the Plaintiff's trademark TARO, 

 **Taro Pumps.** and its formative marks amounting to unfair competition, misrepresentation, dilution of the goodwill and reputation of the Plaintiff's trademark or doing any other thing which will lead to dilution of Plaintiff's Intellectual Properties;

For **TEXMO INDUSTRIES**

Authorised Signatory


M/s Varun Pumpings
Mylecherry


S. Kumar
Advocate
11381
Mylecherry
Chennai



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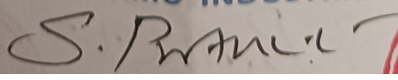
5. In consideration of the Defendant's above undertaking, the Plaintiff agrees and admits to give up its following prayers in Para 80 (j) and (k) of the Plaint in C. S. (Comm Div.) No. 155 of 2025:

j. A preliminary decree be passed in favour of the Plaintiff directing the Defendants to render true and proper accounts of the profits arising out of the amount of sales generated by the defendant in respect of their alleged activities bearing the impugned marks  **VARUN PUMPINGS** or any mark which is deceptively and or identical to the Plaintiff's trademarks TARO,  ,  **Taro Pumps** and its formative marks.

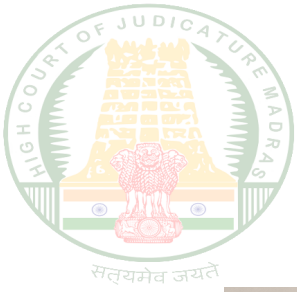
k. To grant order of **delivery up** of any brochures/ printed material and/or any material bearing "TARO", "TARO PUMPS",  ,  **Taro Pumps** which infringes Plaintiffs' registered trademark "TARO", "TARO PUMPS",  ,  **Taro Pumps**.,,

6. With respect to prayer of damages in Para 80 (h) of the Plaint in C. S. (Comm Div.) No. 155 of 2025, the Defendant agree to pay a sum of INR 1,00,000/- (Rupees One Lakh Only) to the Plaintiff towards the costs of the proceedings through Demand Draft drawn in favour of the Plaintiff, i.e., Texmo Industries.

7. The Defendant agree that, despite the present Memorandum of Compromise with the Plaintiff agreeing to concessional terms, should there be any breach/violation of any or all of the clauses of this Memorandum of Compromise, the undertake to forthwith pay to the

For **TEXMO INDUSTRIES**


M/s Varun P
Muk



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Plaintiff, liquidated damages of INR 50,00,000/- (Rupees Fifty Lakhs Only) in addition to any other remedy/remedies the Plaintiff is entitled to.

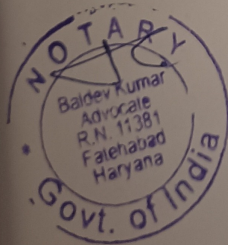
8. In view of the above, the Plaintiff and the Defendant jointly pray that the above suit may be accordingly disposed off in terms of the above compromise.

Dated at on this the day of August 2025

For the Plaintiff	For the Defendant
Name: PURUSHOTHAM KAUSIK	Name:
Signature: For TEXMO INDUSTRIES	Signature: M/s Varun Pumpings
Date: S. Prathvi	Date: 21/9/25
8525855659	641352677312
17/9/25	Prop.
Authorised Signatory	

Kausik
Counsel for Plaintiff

Varun
Counsel for Defendant



Attested as Identified
NOTARY
FATEHABAD-125050

02 SEP 2025

Plaintiff has
Executed Before Me
At Coimbatore
M. GURUSAMY, B.Com., F.
ADVOCATE & NOTARY PUBLIC
17, First Floor, Jawan Bhawan
COIMBATORE - 641 018
Cell : 98431 16766



G.O. Ms No:376 Law (Admn.) Dt
Dated : 15.03.2024



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N. SENTHILKUMAR, J.

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2.This suit is decreed in terms of the Memorandum of Compromise, which shall form part of this judgment. No costs. Consequently, connected applications are closed.

06.10.2025

Index : Yes/No
Speaking /Non-Speaking Order
Neutral Case Citation : Yes/No

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