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C.S.(Comm.Div.)No.200 of 2022

IN THE HIGH COURT OF JUDICATUE AT MADRAS

DATED: 03.01.2025

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THE HONOURABLE **MR. JUSTICE ABDUL QUDDHOSE**

C.S.(Comm.Div.)No.200 of 2022

Junior Kuppanna Kitchens Pvt. Ltd.,
Chennai.

...Plaintiff

-VS-

1.Kuppanna Foods,
Coimbatore.

2.G.Arun Kumar

3.Thiru Kuppusamy Unavagam,
Rep. By Mr.G.Arun Kumar
Chennai.

...Defendants

Prayer:- This suit is filed under Order VII Rule I CPC and Order IV Rule 1 of OS Rules, Section 2(1)(c)(xvii) read with Section 7 of the Commercial Courts Act, 2015 and Sections 11, 27, 29, 134, 135 of the Trade Marks Act, 1999, and Sections 14, 51, 55 & 62 of the Copyright Act, 1957, seeking;

a) permanent injunction restraining the Defendants, their partners, their employees, officers, servants, agents, and all others acting for and 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 products or rendering any



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services, operating any restaurants or outlets or hospitality services or operating any website, domain name, email in the name of 'KUPPANNA' and / or 'KUPPANNA FOODS' which is deceptively similar or phonetically identical to the Plaintiff's registered trademark "KUPPANNA" and its formative marks and the logo/label 'Junior Kuppanna' amounting to an infringement of the Plaintiff's registered trademarks bearing number 1797182 in class 42, 2817425 in class 30, 2817426 in class 29, 4338444 in class 43, 4620271 in class 29, 4620273 in class 43, 4626716 in class 29, 4955954 in class 43, 4955959 in class 29, 4955982 in class 30;

b) permanent injunction restraining the Defendants, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, and in any other manner, directly or indirectly, dealing with any products or rendering any services, operating any restaurants or outlets or hospitality services or operating any website, domain name, email in the name of 'KUPPANNA' and/or 'KUPPANNA FOODS' amounting to passing off;

c) permanent injunction restraining each of the Defendants, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from using 'Kuppanna', 'Since 1960', which amount to the infringement of copyright in original artistic works in 'Junior Kuppanna' belonging to the Plaintiff.

d) permanent injunction restraining the Defendants, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from using the Plaintiff's trademarks "KUPPANNA" and its formative marks or any other mark deceptively similar or identical thereto and trade dress 'Kuppanna', 'Since 1960', as part of www.kuppanna.in or any domain name, company name, corporate name, websites, social media platforms, mobile application and other intermediaries in any language.

e) an order of declaration, declaring the Plaintiff's trade mark 'KUPPANNA' and its formative marks as a 'well-known trade mark within the meaning of Section 2(1)(zg) read with Section 11(6) of the



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Trade Marks Act, 1999.

f) the Defendants be ordered to pay the Plaintiff a sum of INR 1,00,00,000/- (Rupees One Crore Only) as damages for having committing infringement of the Plaintiff's registered trademark, passing off trademark and trade dress, infringement of copyright in respect of the Plaintiff's artwork, dilution and tarnishment of both trademark and copyright in respect of the mark "KUPPANNA" and its formative marks and the logo/label 'Junior Kuppanna'.

g) 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 number of sales generated by the Defendants in respect of their alleged activities especially sale and export of products bearing the mark 'KUPPANNA' and / or 'KUPPANNA FOODS' for their business, after the latter have rendered accounts ; and

h) to grant order of delivery up of any brochures/ printed material and/or any material bearing 'KUPPANNA' and/or 'KUPPANNA FOODS' which infringes Plaintiffs well known registered trademark KUPPANNA' and its formative marks and the logo/label 'Junior Kuppanna'.

For Plaintiff : Mr.M.S.Bharath

For D2 : M/s.Subhang Nair

JUDGMENT

The parties to the dispute have entered into a compromise. A Memorandum of Compromise dated 03.01.2025 signed by the respective counsels enclosing the settlement agreement dated 02.12.2024 signed by



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the parties to the dispute has been filed.

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In terms of the Memorandum of Compromise dated 03.01.2025 and the settlement agreement dated 21.12.2024, the suit is decreed. The Memorandum of Compromise dated 03.01.2025 and the settlement agreement dated 02.12.2024 shall form part of this judgment. No Costs. Consequently, connected applications are closed.

03.01.2025

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ABDUL QUDDHOSE,J.

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