



C.S.(Comm.Div.) No.140 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 24.03.2025

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THE HONOURABLE **MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

C.S.(Comm.Div.) No.140 of 2024

M/s.SANGEETHA CATERERS AND CONSULTANTS LLP

Represented by its Designated Partners,

1. Mr.P.Rajagopal

2. Mr.P.Suresh

Having their Registered Office at:

No.7, Gandhi Nagar, 1st main road,

4th floor, Adyar, Chennai-600 020.

... Plaintiff

vs.

M/s. NELLAI SANGEETHAS Pure Veg Restaurant

Represented by its Proprietor

Kodai Road, Near Kodai Road Toll Plaza,

Dindigul, Pin Code – 624 206.

... Defendant

PRAYER: Complaint filed under Order IV Rule 1 of Original Side Rules and

Order VII Rule 1 of the Code of Civil Procedure Read With Section 27, 134

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and 135 of the Trade Marks Act, 1999 & Proviso 1 of Section 7 of the Commercial Courts act, 2015, prays for the Judgment and Decree against the defendant, as follows:

(A) a permanent injunction restraining the defendant, their legal representatives, their successors in business, assigns, franchisees, servants or agents from operating the restaurant business by infringing the plaintiff's registered trademarks "SVR SANGEETHA", "SVR SANGEETHA VEG. RESTAURANT", "SANGEETHA (with a VEENA MARK)", "SANGEETHA VEG. RESTAURANT WITH VEENA MARK" "Sangeetha Veg express (with a Veena Mark)" and "SVR Sangeetha EXPRESS" or by use of confusingly similar or any other mark deceptively and identically similar to the Plaintiff's registered trademark or in any other manner whatsoever;

(B) a permanent injunction restraining the defendant, their legal representatives, their successors in business, assigns, franchisees, servants or agents from operating restaurant business by the name "NELLAI SANGEETHAS Pure Veg Restaurant" or any other similar marks to that of the plaintiff's registered trademark from committing the act of passing off



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and enabling others in passing off the restaurant business in the deceptively similar mark which is identical to the plaintiff's registered trademark in any manner whatsoever;

(C) the defendant be ordered to surrender to the plaintiff for destruction of all their packing containers, card board boxes, packing materials, covers and carry bags, screen prints, bills, sign boards, billing software, menu cards, and any other material in their possession bearing the mark "NELLAI SANGEETHAS Pure Veg Restaurant" or any other similar marks to that of the plaintiff's registered trademark which is identical to the plaintiff's registered trademark;

(D) directing the defendant to render the rendition of their accounts from the date of commencement of their restaurant till the date of filing of the plaint;

(E) the defendant be ordered to pay to the plaintiffs a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) as damages for their wrongful and illegal act by use of the registered trademark;

(F) for cost of the suit.



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For Plaintiff : Mr.L.Rajasekar

For Defendant : Set *Ex parte* on 11.12.2024

JUDGMENT

The suit was filed for reliefs in respect of alleged infringement of trade mark and passing off. Suit summons was served on the sole defendant on 31.08.2024. Since the defendant failed to enter appearance in spite of receipt of suit summons, by order dated 11.12.2024, the defendant was set *ex parte*. Thereafter, the plaintiff adduced evidence by examining Mr.P.Suresh, partner of the plaintiff firm, as P.W.1. In course of the *ex parte* evidence of P.W.1, 32 documents were exhibited as Exs.P1 to P32.

2. Learned counsel for the plaintiff submits that the plaintiff adopted and used the word mark SANGEETHA and related word and device marks since 1990. By referring to Exs.P8 to P13, learned counsel submits that legal use certificates in respect of the plaintiff's trade mark have been placed on record. Learned counsel also submits that invoices relating to services provided by third parties have been placed on record to establish use of the relevant trade marks. He also relies upon Exs.P17 to P19 and submits that



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these documents provide evidence that the aggregate annual turnover for financial year 2022-2023 is in the region of Rs.300 crores. Learned counsel also referred to the sign board of the defendant's restaurant (Ex.P29) and an invoice issued by the defendant (Ex.P30).

3. Upon examining the evidence placed on record by the plaintiff and on comparing the plaintiff's trade mark with the impugned mark NELLAI SANGEETHAS, it is evident that the impugned mark is deceptively similar. The marks are used in relation to an identical business. No contra evidence has been adduced by the defendant. Therefore, the plaintiff is entitled to the reliefs claimed in paragraph 19(A) to (C) of the plaint. As regards the reliefs claimed in paragraph 19(D) & (E), in the absence of evidence, these reliefs cannot be granted. As the successful party, the plaintiff is also entitled to costs in relation to court fees, reasonable lawyer's fees and expenses.

4. For reasons aforesaid, the suit is decreed in terms of prayers (A), (B) and (C) of paragraph 19 of the plaint. The defendant is also directed to



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pay a sum of Rs.2,00,000/- (Rupees Two lakhs only) as costs to the plaintiff

towards court fees, lawyer's fees and other expenses.

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Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No

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Plaintiff's witness:

P.W.1 – Mr.P.Suresh

Documents exhibited by the plaintiff:

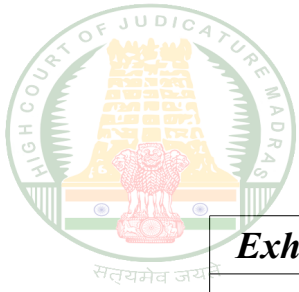
<i>Exhibits</i>	<i>Documents</i>
Ex.P1	The photocopy of the Partnership Deed of the Plaintiff dated 22.11.2001. (Compared with original).
Ex.P2	The photocopy of the Copyright Certificate for SVR Sangeetha of the Plaintiff dated 04.09.2002. (Compared with original).
Ex.P3	The photocopy of the Copyright Certificate for Sangeetha with Veena nark of Plaintiff dated 16.01.2004. (Compared with original).
Ex.P4	The photocopy of the Limited Liability Partnership Agreement of Plaintiff dated 01.04.2015. (Compared with original).



<i>Exhibits</i>	<i>Documents</i>
Ex.P5	The printout of the Certificate of Conversion of Plaintiff dated 01.04.2015. (Certificate u/s 63 of BSA produced).
Ex.P6	The photocopy of the Reconstituted Limited Liability Partnership Agreement of Plaintiff dated 01.04.2015. (Compared with original).
Ex.P7	The photocopy of the Communication confirming order passed in Form 24 of Plaintiff dated 17.03.2018. (Compared with original).
Ex.P8	The photocopy of the Legal Use Certificate for TM No. 1441849 dated 23.10.2018. (Compared with original).
Ex.P9	The photocopy of the Legal Use Certificate for TM No. 1441854 dated 23.10.2018. (Compared with original).
Ex.P10	The photocopy of the Legal Use Certificate for TM No.1464536 dated 23.10.2018. (Compared with original).
Ex.P11	The photocopy of the Legal Use Certificate for TM No.1464537 dated 23.10.2018. (Compared with original).
Ex.P12	The photocopy of the Legal Use Certificate for TM No.4877037 dated 23.10.2018. (Compared with original).
Ex.P13	The photocopy of the Legal Use Certificate for TM No.4877039 dated 23.10.2018.(Compared with original).
Ex.P14	The photocopy of the Limited Liability Partnership Deed dated 01.04.2022. (Compared with original).
Ex.P15	The photocopy of the Statement Advertising Expenses for 37th Anniversary as on 31.03.2023 alongwith copy of Invoices. (Certificate u/s 63 of BSA produced).
Ex.P16	The photocopy of the Statement of Accounts for the Social Media payment for the year 2022-2023 along with copy of the Invoices. (Certificate u/s 63 of BSA produced).



<i>Exhibits</i>	<i>Documents</i>
Ex.P17	The photocopy of the Statement of turnover of the Franchised outlets for the year ending 31.03.2023. (Certificate u/s 63 of BSA produced).
Ex.P18	The photocopy of the Statement Accounts for the Sales Turnover for the overseas franchised outlets as on 31.03.2023.(Certificate u/s 63 of BSA produced).
Ex.P19	The photocopy of the Statement of Accounts for the Sales Turnover for the Management outlets for the year ending 31.03.2023. (Certificate u/s 63 of BSA produced).
Ex.P20	The Photographs of the Adyar Branch of the Plaintiff's restaurant. (Certificate u/s 63 of BSA produced).
Ex.P21	The Photographs of the Perambur Branch of the Plaintiff's restaurant. (Certificate u/s 63 of BSA produced).
Ex.P22	The Photographs of the Egmore Branch of the Plaintiff's restaurant. (Certificate u/s 63 of BSA produced).
Ex.P23	The Photographs of the Parrys Branch of the Plaintiff's restaurant.(Certificate u/s 63 of BSA produced).
Ex.P24	The Photographs of the Guindy Branch of the Plaintiff's restaurant.(Certificate u/s 63 of BSA produced).
Ex.P25	The Photographs of the Mylapore Branch of the Plaintiff's restaurant. (Certificate u/s 63 of BSA produced).
Ex.P26	The Photographs of the Nandambakkam Branch of the Plaintiff's restaurant.(Certificate u/s 63 of BSA produced).
Ex.P27	The Photographs of the Perungalathur Branch of the Plaintiff's restaurant. (Certificate u/s 63 of BSA produced).
Ex.P28	The Photographs of the Egmore Railway Station Branch of the Plaintiff's restaurant. (Certificate u/s 63 of BSA produced).
Ex.P29	The Photographs of the Defendant Restaurant's Sign Board.



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<i>Exhibits</i>	<i>Documents</i>
	(Certificate u/s 63 of BSA produced).
Ex.P30	The Photograph of the Defendant Restaurant's Bill dated 11.04.2024. (Certificate u/s 63 of BSA produced).
Ex.P31	The office copy of the Legal Notice issued by the Plaintiff dated 22.04.2024.
Ex.P32	The acknowledgment card dated 24.04.2024.

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SENTHILKUMAR RAMAMOORTHY,J.

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