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C.S.(Comm.Div.) No.193 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.08.2025

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

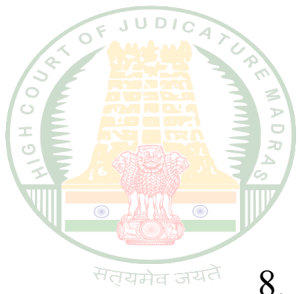
C.S.(Comm.Div.) No.193 of 2025
and O.A.Nos.772 & 773 of 2025
and A.No.3730 of 2025

S.Giridharan

... Plaintiff

-VS-

1. S.Sudhakar
2. S.Dhinakar
3. L.Senthilvel
4. L.Arunkumar
5. M/s.Shri Lakshmi Agro Foods Pvt. Ltd.,
Rep. By its Managing Director,
No.9, N.N.Garden, 10th Street,
Old Washermenpet, Chennai 600 021.
6. Dhinakar Gowri,
Partner, M/s.Shri Lakshmi Agro Foods,
No.9, N.N.Garden, 10th Street,
Old Washermenpet, Chennai 600 021.
7. Selva Subikkasa,
Partner, M/s.Shri Lakshmi Agro Foods,
No.9, N.N.Garden, 10th Street,
Old Washermenpet, Chennai 600 021.



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8. M/s.Shri Lakshmi Agro Foods, Partnership Firm,
No.9, N.N.Garden, 10th Street,
Old Washermenpet, Chennai 600 021.
Represented by its Partners

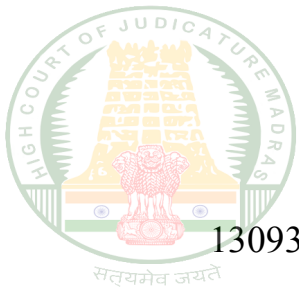
... Defendants

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 135 of the Trade Marks Act, 1999 Read With Sections 51, 55 and 62 of the Copyrights Act, 1957 and Proviso 1 to Section 7 of the Commercial Division of High Courts Act, 2015, praying to grant a judgment and decree on the following terms:-

(a) Declaration to declare the Plaintiff is the Proprietor / Owner of the registered Trademark UDHAIYAM in TM No.595393 in Class 30 for Dhalls, broken pulses;

(b) Declaration to declare that the Plaintiff is the Proprietor / Owner of the artistic work, layout and getup containing in the UDHAIYAM Trademark Label registered in Trademark No.595393;

(c) Declaration to declare the Plaintiff is the Proprietor / Owner of the registered Trademarks UDHAIYAM in TM No's. 1176049, 1222314,



1309348, 1359360, 1463588, 1884052, 2631320, 2631323, 2631326, 3075527 in Class 30 as the same are registered based on the Plaintiff's

Trademark Registration in TM No.595393 in Class 30;

(d) Permanent Injunction, restraining the Defendants 1 to 8, by themselves, anyone representing them, transferring, assigning, alienating, encumbering or creating any 3rd party interest in respect of the Trademark UDHAIYAM registered in Trademark No.595393 without written consent or permission from the Plaintiff;

(e) Permanent Injunction, restraining the Defendants 1 to 8, by themselves, anyone representing them, transferring, assigning, alienating, encumbering or creating any 3rd party interest in respect of the Trademarks UDHAIYAM in TM No's. 1176409, 1222314, 1309348, 1359360, 1463588, 1884052, 2631320, 2631323, 2631326, 3075527 in Class 30 without written consent or permission from the Plaintiff;

(f) Permanent Injunction, restraining the 8th Defendant or its Partners by themselves or anyone representing them in any manner dealing with the any documents or assets of the earlier partnership firm established by the Plaintiff in the name of Shri Lakshmi Agro Foods;



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(g) Directing the Defendants to pay to the Plaintiff the costs of the suit.

For Plaintiff : Mr.A.Swaminathan

For Defendants : M/s.R.Muthu Srinithi, S.Kamalesh
for Defendants 1, 2, 5 & 6
Defendants 3, 4 & 7 – Given up

JUDGMENT

The suit was filed for a declaration that the plaintiff is the owner of the registered trade mark UDHAIYAM and for remedies related thereto. A settlement was reached between the plaintiff and defendants 1 to 5, 6 and 8. Pursuant to the settlement, parties have executed joint memorandum of settlement dated 08.08.2025, which was filed today. The said joint memorandum of settlement has been executed by the plaintiff, by a Director of the fifth defendant and by three partners of the eighth defendant, namely defendants 1, 2 and 6. The plaintiff has agreed to give up the suit against the defendants 3, 4 and 7, who have not signed the joint memorandum of settlement. The respective counsel have also signed the document.



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WEB COPY 2. The plaintiff has acknowledged the title of defendants 1, 2 and 8 pursuant to the award / order in arbitral proceedings between the parties. Consequently, the plaintiff has agreed to withdraw the suit claims. I see no legal impediment to the suit being dismissed in terms of the memorandum of settlement.

3. Therefore, C.S.(Comm.Div.) No.193 of 2025 is dismissed in terms of joint memorandum of settlement dated 08.08.2025, which shall form an integral part of the decree. In view of the settlement, there shall be no order as to costs. Consequently, the connected applications are closed.

13.08.2025

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Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No



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SENTHILKUMAR RAMAMOORTHY,J

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