



C.S.(Comm.Div.)No.175 of 2024

IN THE HIGH COURT OF JUDICATUE AT MADRAS

DATED: 07.01.2025

CORAM

THE HONOURABLE MR. JUSTICE ABDUL QUDDHOSE

C.S.(Comm.Div.)No.175 of 2024

M/s.TTK Prestige Limited,
Hosur, Tamil Nadu.

...Plaintiff

-VS-

Sarvodaya Industries,
Bengaluru – 560 083.

...Defendant

Prayer:- This suit is filed under Order VII Rule I CPC and Order IV Rule 1 of OS Rules, Section 7 of the Commercial Courts Act, 2015 and Sections 27, 28, 29, 134 and 135 of the Trade Marks Act, 1999, and Sections 51, 55 & 62 of the Copyright Act, 1957, seeking;

a) permanent injunction restraining the Defendant, by themselves, their partners/proprietors, heirs, legal representatives, successors-in-business, assigns, servants, agents, distributors, representatives or any of them from in any manner infringing the Plaintiff's registered trademarks 'PRESTIGE' by use of deceptively similar trademark 'PROTEIN' or any other deceptively similar mark in any manner whatsoever;

b) permanent injunction restraining the Defendant, by themselves, their partners/proprietors, heirs, legal representatives, successors-in-business, assigns, servants, agents, distributors, representatives or any of them from in any manner infringing the Plaintiff's registered copyright in the artistic works PRESTIGE logo by use of a deceptively similar logo bearing the artistic work PROTEIN, which is a slavish imitation of the



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Plaintiff's said artistic works or in any other manner whatsoever;

c) permanent injunction restraining the Defendant, by themselves, their partners/proprietors, heirs, legal representatives, successors-in-business, assigns, servants, agents, distributors, representatives or any of them from passing off and enabling others to pass off the Defendant's establishment as and for the Plaintiff's by use of deceptively similar trademark and artistic work PROTEIN or any other deceptively similar mark or artistic work whatsoever;

d) a preliminary decree be passed in favour of the Plaintiff directing the Defendant to render account of profits made by use of deceptively similar trademark and artistic work "PROTEIN", and a final decree be passed in favour of the Plaintiff for the amount of profits thus found to have been made by the Defendant after the latter have rendered accounts;

e) that the Defendant be ordered to pay to the plaintiff a sum of Rs. 10,00,000/- as damages for committing acts of infringement of trademark and copyright and passing off; and

f. for costs of the suit.

For Plaintiff : Mr.Arun C.Mohan

For Defendant : Mr.R.Pushkar

JUDGMENT

Both the counsels submit that the parties to the dispute have entered into a compromise. A Memorandum of Compromise dated Nil.01.2025, which has been agreed upon by the parties, has been placed on record, and the same is reproduced hereunder:-



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5. That the terms of compromise/settlement are as hereunder:

- a. The Defendant hereby acknowledges that the Plaintiff is the registered proprietor of the well-known trademark PRESTIGE and has exclusive rights to use and prohibit others from using the same.
- b. The Defendant undertakes to this Hon'ble Court that the Defendant has stopped manufacturing, exporting, advertising whether online or offline or directly or indirectly in any manner including through websites or other online shopping portals dealing in kitchen appliances in any size or variation, bearing a mark identical or deceptively similar to the Plaintiff's registered mark PRESTIGE.
- c. The Defendant confirms that it does not have any intention to manufacture and sell any product deceptively similar to that of the Plaintiff's registered mark PRESTIGE.
- d. The Defendant confirms that they will withdraw all products, including product labels, packing material, Promotional materials, etc., bearing the impugned mark which is identical or similar to that of the Plaintiff's registered mark PRESTIGE and delete references to the impugned



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mark from all platforms including e- commerce portals, social media, and business directories, on or before 21.02.2025.

e. The Defendant has also informed that they have changed their label which is entirely different to the Plaintiff's mark and bears the following mark:

Protein PLUS

f. In view of the aforesaid amicable settlement/ compromise between the parties, Plaintiff specifically waives the claim for damages and cost as prayed/claimed in the plaint.

g. Upon this Compromise Memo being recorded by the Hon'ble High Court as a Settlement/Compromise Agreement under Order 23 of the Code of Civil Procedure, it is agreed by and between the parties that there shall be no claim of the parties against each other.

6. That subject to the above terms of compromise, the suit may be decreed in terms of the present Memorandum of Compromise entered into between the parties.

7. The Defendant hereby undertakes to destroy all the signages, photographs, pictures, images and any other content that contains a label/logo deceptively similar to that of the Plaintiff's registered mark PRESTIGE from all



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platforms, including e-commerce/online portals including social media platforms and provide a written confirmation to the plaintiff within 45 days from the date of this compromise petition.

8. The Defendant further undertakes that, in the event of breaching this settlement by introducing any product or mark similar to the Plaintiff's trademarks or trade names, whether registered or otherwise, they shall indemnify the Plaintiff with undisputed damages to the tune of Rs. 50,00,000/- (Rupees Fifty Lakhs Only).

9. That above said terms of compromise shall be binding on the Plaintiff and the Defendant themselves as also, on (i) their shareholders, (ii) their trustee, custodian, receiver or any person acting in any Bankruptcy or reorganisation proceeding with respect to the company; (iii) their assignee; (iv) their officer, director or partner; (v) their former officer, director or partner, or other fiduciary acting for the company; or (vi) other executor, administrator, committee, legal representative or other successor or assignee of the company, whether by operation of law or otherwise.

10. That the Parties herein represent and warrant the following:



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- a. That they have taken all necessary action to authorise the execution of and the performance of their obligation under this Memo of Compromise;
- b. That they have the power, authority, and full legal capacity, to enter into this Memo of Compromise and to perform their obligations hereunder and have entered into this Memo of Compromise freely, voluntarily and without any coercion or undue influence;
- c. That this Memo of Compromise will constitute legal, valid and binding obligations on each party, enforceable against each other in accordance with the terms provided hereunder;
- d. That neither the execution of this Memo of Compromise, nor the performance of obligations contemplated hereby is in conflict with any applicable law or any instrument, contract, or other agreement to which they are a party.

In terms of the above mentioned terms, the suit is decreed. No

Costs.

07.01.2025

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ABDUL QUDDHOSE,J.

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