



C.S.(Comm.Div.) No.176 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 07.04.2025

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THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm.Div.) No.176 of 2024
and O.A.Nos.676, 677 & 678 of 2024
and A.No.4832 of 2024

Mrs.Shoba Radhakrishnan,
Proprietor of M/s.ASHCOM,
Having its office at
Lokesh Tower Building (Basement)
New No.37, Old No.18, Kodambakkam High Road,
Nungambakkam, Chennai 600 034,
Tamil Nadu.

... Plaintiff

-VS-

1.Mr.Gopi Venkatesan,
M/s.Ashcart, No.22,
15th Street, Vivekanandapuram,
Ashok Nagar, Chennai 600 083, Tamil Nadu
P.O.: Ashok Nagar (Chennai) (Sub Office)

2.Mr.Sivaraman,
M/s.Ashcart, No.22,
15th Street, Vivekanandapuram,
Ashok Nagar, Chennai 600 083, Tamil Nadu
P.O.: Ashok Nagar (Chennai) (Sub Office)

... Defendants



WEB CO **PRAYER**: Civil Suit (Commercial Division) filed under Order VII Rule 1

Civil Procedure Code, 1908 Read With Order IV Rule 1 of Original Side Rules of Madras High Court, Sections 2(1)(c)(xii) Read With Section 7 of the Commercial Courts Act, 2015 and Sections 27, 29, 134, 135 of the Trade Marks Act, 1999 and Sections 55 and 62 of the Copyrights Act, 1957, praying to grant a judgment and decree on the following terms:-

(a). A **permanent injunction** restraining the Defendants, their partners, Directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributor, stockists, representatives, licensees, and all others acting for and on their behalf directly or indirectly, as the case may be from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products and in any manner, directly or indirectly, dealing with any products or services under the trademarks “**ASHCART**” which is deceptively similar to & **infringing Plaintiff's registered trademark “ASHCOM”** bearing trademark registrations 1197636, 1699390, 1699391, 1699389 in classes 16, 09, 37 and 18 respectively.



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(b) A **permanent injunction** restraining the Defendants, their partners, Directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributor, stockists, representatives, licensees, and all others acting for and on their behalf directly or indirectly, as the case may be from manufacturing, selling, distributing, exporting, advertising, offering for sale, misrepresenting any products and in any manner, directly or indirectly, dealing with any products or services under the trademarks “ASHCART” which is deceptively similar to the Plaintiff's trademark “ASHCOM” **thereby passing off** the Defendants products and services as that of the Plaintiff's products and services.

(c). A **permanent injunction** restraining the Defendants, their partners, Directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributor, stockists, representatives, licensees, and all others acting for and on their behalf directly or indirectly, as the case may be from performing any actions, especially using artistic works identical to Plaintiff's original artistic works in its visiting cards, pamphlets, brochures, stickers, and Literary works in Just Dial etc amounting to **infringement of copyright** therein.



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(d). A **permanent injunction** restraining the Defendants, their partners, Directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributor, stockists, representatives, licensees, and all others acting for and on their behalf directly or indirectly, as the case may be **from misusing and exploiting the Plaintiff's customer data and other confidential information** that the Defendants had access to and collected at the time of their employment with the Plaintiff.

(e) A **Mandatory injunction** restraining the Defendants, their partners, Directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributor, stockists, representatives, licensees, and all others acting for and on their behalf directly and indirectly to **return all the confidential data** taken by them including Plaintiff's stock data, Employee data, customer data, purchaser data, company profit data, bank accounts and any other data that are stored illegally / unauthorizedly and still in the possession of the Defendants.

(f) A preliminary decree be passed in favor 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 Defendants in respect of their



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alleged activities especially sale and advertisement of products for their business, after the latter have rendered accounts.

(g) To grant order of **delivery up** of any visiting cards, stickers, company boards, brochures / printed material and / or any material that infringes Plaintiff's trademark & copyright and all the customer data along with any and all other confidential information related to the Plaintiff's business obtained by virtue of the Defendants' previous employment with the Plaintiff, that is stored and still in the possession of the Defendants.

(h) The Defendants may be ordered to pay the Plaintiff a sum of Rs.3,00,000/- as **damages** for having committed infringement of the Plaintiff's trademark and copyright in respect of the Plaintiff's artwork, dilution and tarnishment of copyright in respect of the promotional activity of the Defendant Costs of such other reliefs as this Hon'ble Court deems fit and necessary in the circumstances of the case and in the interest of justice and equity.

(i) To award the Plaintiff of the cost of the suit.

For Plaintiff : Ms.Jayabharathi.T.S
for Mr.M.S.Bharath



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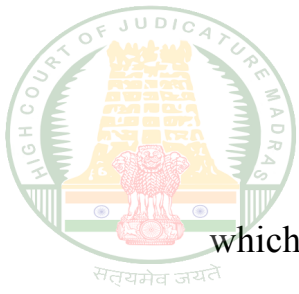
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For Defendants : Ms.K.Shanmugapriya
for M/s.S.Suresh Kumar

JUDGMENT

Upon reference to mediation, a report dated 24.02.2025 has been received from the Tamil Nadu Mediation and Conciliation Centre. The report records that parties reached a settlement in terms of the enclosed memorandum of compromise.

2. The memorandum of compromise dated 24.02.2025 has been executed by the plaintiff, the first defendant and the second defendant. It is also executed by counsel for the respective parties. In the memorandum of compromise, the defendants have agreed and acknowledged that the plaintiff is the exclusive owner and proprietor of the mark ASHCOM bearing the registration numbers specified in paragraph 1 thereof. The defendants have further agreed not to manufacture, sell, distribute, etc products or services under the trade mark ASHCART or any other mark



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which is deceptively similar thereto. The agreement records the defendants' undertaking on several matters incidental or ancillary to the above. The plaintiff has agreed not to press for reliefs claimed under paragraph 90(h) and (i) of the plaint.

3. On examining the terms of memorandum of compromise dated 24.02.2025, I see no legal impediment for the issuance of a decree in terms thereof.

4. Therefore, C.S.(Comm.Div.) No.176 of 2024 is decreed in terms of memorandum of compromise dated 24.02.2025, which shall form an integral part of the decree. In view of the settlement being recorded in course of mediation, the plaintiff shall be entitled to a refund of Court fee in accordance with rules. Consequently, the connected applications are also closed.

07.04.2025

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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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