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C.S. (COMM. DIV.) No.243 of 2024

THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 31.01.2025

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

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1. Aquapump Industries
Tudiyalur Post,
Coimbatore 641034
and also at
No. 276/184, Linghi Chetty Street,
George Town,
Chennai 600001
Rep by its Managing Partner
Mr. Ramaswamy Kumaravelu

2. Aquasub Engineering
Tudiyalur Post,
Coimbatore 641034
and also at
No. 276/184, Linghi Chetty Street,
George Town,
Chennai 600001
Rep by its Managing Partner
Mr. Ramaswamy Kumaravelu

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Plaintiffs

Versus

Mr. Dilip Kumar Jain
S/o. Amar Chand
25/1, 69th Cross Street,
Near Madduramma Temple,
17th E Main Road, 5th Block, Rajaji Nagar,
Bangalore 560010
Karnataka.

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Defendant



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Prayer : PLAINT FILED UNDER ORDER IV RULE 1 O.S. RULES AND ORDER VII, RULE 1 OF THE C.P.C. READ WITH SEC. 27, 134 & 135 OF THE TRADE MARKS ACT, 1999 prays for judgment and decree which are as follows :-

a) Granting a permanent injunction, restraining the Defendant, by itself, their servants, agents, distributors, or anyone claiming through them from manufacturing, selling, advertising and offering for sale using the Plaintiff's registered Trade Marks AQUA GROUP / 

TEXMO, AQUATEX, AQUA GROUP TEXMO, AQUA GROUP – AQUATEX, AQUASUB, AQUASUB ENGINEERING, AQUAPUMP & AQUAPUMP INDUSTRIES as such or prefix or suffix in any Cables and Wires, Electric Cables and Wires, Electric Wires and Cables or in any other goods manufactured and sold by the defendant or its trading style or in any media and use the same in invoices, letter heads and visiting cards or by using any other trade mark which is in any way visually, or phonetically identical or similar to the plaintiff's registered Trade Marks under Nos.315049[SP-I] [SP-II], 315050[SP-I] [SP-II] renumbered as 2702778, 2702779, 2702780, 2702781, 762990, 1214570, 1280903, 1280904, 1285017, 1285018, 1409010, 1453388, 1598337, 1961986, 1961987, 1983236, 3807955, 3809250, 6186416 or in any manner infringing the plaintiffs Registered Trade Marks TEXMO AQUA and other Aqua formative marks.



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b) granting a permanent injunction, restraining the Defendant, by itself, their servants, agents, distributors, or anyone claiming through them from manufacturing, selling, advertising and offering for sale using the Trade Mark AQUA GROUP / , 

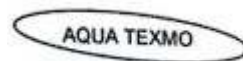
TEXMO, AQUATEX, AQUA GROUP TEXMO, AQUA GROUP – AQUATEX, AQUASUB, AQUASUB ENGINEERING, AQUAPUMP & AQUAPUMP INDUSTRIES as such or with prefix or suffix in any Cables and Wires, Electric Cables and Wires, Electric Wires and Cables or in any other goods manufactured and sold by the defendant and its trading style or in any media and use the same in invoices, letter heads and visiting cards or by using any other trade mark which is in any way visually, or phonetically similar to the plaintiffs Trade Marks

AQUA GROUP / ,



TEXMO, AQUATEX, AQUA GROUP TEXMO, AQUA GROUP – AQUATEX, AQUASUB, AQUASUB ENGINEERING, AQUAPUMP & AQUAPUMP INDUSTRIES or in any manner pass off the plaintiff's goods .

c) directing the defendant to surrender to the plaintiffs all the goods, packing materials, cartons, advertisement materials and hoardings, letter-heads, visiting cards, office stationery and all other materials containing /



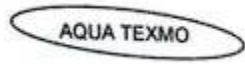
bearing the Trade Mark AQUA TEXMO /

or other marks deceptively similar to the plaintiffs' Trademark TEXMO, AQUA and Aqua formative marks.



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d) directing the Defendant to render an account of profits made by them by the use of the impugned trademark AQUA TEXMO /



on the goods referred prayer (a) & (b) and decree the suit for the profits found to have been made by the defendant, after the defendant has rendered accounts.

e) directing the defendant to pay to the plaintiffs the costs of the suit and

f) pass such further or other order, as this Court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiff : Ms.Gladys Daniel

JUDGEMENT

The learned counsel for the plaintiff has stated that the parties have amicably resolved the dispute amongst themselves. A Memorandum of Compromise, dated 14.01.2025 has been filed recording the terms of settlement. The Memorandum of Compromise, dated 14.01.2025 has been signed by all the parties to the dispute and counter-signed by the



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respective counsels. The same is recorded. In terms of the

Memorandum of Compromise, dated 14.01.2025, this suit is decreed.

The Memorandum of Compromise, dated 14.01.2025 shall form part of the judgment. No costs.

31.01.2025

Index: Yes/ No

Speaking order / Non speaking order

Neutral citation : Yes / No

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ABDUL QUDDHOSE, J.

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31.01.2025