



C.S.(Comm.Div.) No.4 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 26.02.2025

CORAM

THE HONOURABLE **MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

C.S.(Comm.Div.) No.4 of 2025
and O.A.Nos.4 & 5 of 2025
and A.No.15 of 2025

M/s.Sadhana Fashion

Represented by its Partner Mr.Sumith Bhansali

New No.136, Old No.32, 1st Floor,

Audiappa Naicken Street, Sowcarpet,

Chennai, Tamil Nadu, 600 001.

... Plaintiff

-VS-

1.Mrs.Savitha K.

No.4297, 31, 1st Main Road,

Subramanyanagar, 2nd Stage, Rajaji Nagar,

Bengaluru, Karnataka 560 010.

2.M/s.Kotton Mantra

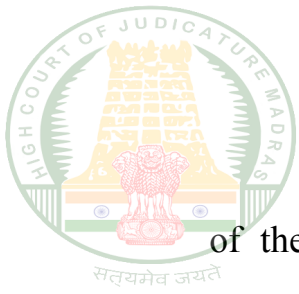
Represented by Mrs.Savitha K.

No.142, 4th Cross, Nagappa Block, Srirampuram,

Bengaluru 560 021.

... Defendants

PRAYER: Civil Suit (Commercial Division) filed under Order VII Rule 1
of Code of Civil Procedure and Order IV Rule 1 Original Side Rules Read
With Sections 28, 29, 134, 135 of the Trade Marks Act, 1999 and Section 7



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of the Commercial Courts Act, 2015, praying to grant a judgment and

decree on the following terms:-

(a). A permanent injunction restraining the defendants, by itself, its lawful assignees, men, servants, agents, distributors, stockiest, representatives or any one claiming through or under them from in any manner infringing the plaintiff's registered trade marks 'COTTON MANTRA' under Nos.2782554 in Class 25 and 4701801 in Class 35 by manufacturing, marketing, using or in any other manner dealing with Garments, clothing, fabrics, dress materials under the impugned trade mark 'KOTTON MANTRA' or in any other manner similar and identical to the plaintiff's registered trade mark 'COTTON MANTRA';

(b) A permanent injunction restraining the defendants its lawful assignees, men, servants, agents, distributors, stockiest, representatives or any one claiming through or under them from in any manner passing off and / or enabling others to pass off the defendants products under the trade mark 'KOTTON MANTRA' as and for the plaintiff's products by manufacturing, selling, or offering to sell, distributing, displaying, printing, stocking, using, advertising their products with a trade mark and / or label that is identical in



with that of the plaintiff's 'COTTON MANTRA' trade mark or in any other manner similar and identical to the plaintiff's trade mark 'COTTON MANTRA';

(c) The defendants be ordered to pay tot he plaintiff a sum of Rs.2,00,00/- (Rupees Two lakhs only) as damages for committing acts of infringement against plaintiff's registered trade mark and pass off its products as and for the plaintiff's products.

(d) The defendants be ordered to surrender to the plaintiff for destruction of all products, labels, cartons, dyes, blocks, visiting cards, leaflets, promotional materials, moulds, screen prints, packing materials and other materials bearing the trade mark 'KOTTON MANTRA' or any mark deceptively similar to plaintiff's trade mark 'COTTON MANTRA';

(e) A preliminary decree be passed in favour of the plaintiff directing the defendants to render account of profits made by use of trade mark 'KOTTON MANTRA' and a final decree be passed in favour of the plaintiff for the amount of profits thus found to have been made by the defendants after the latter have rendered accounts;

(f) For costs of the suit.



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WEB COPY For Plaintiff : Mr.Ashok Kumar J.Daga

For Defendants : Mr.S.Dhakshin Kumar
for M/s.P.S.Suman

JUDGMENT

The suit was filed seeking relief in respect of alleged infringement of the plaintiff's registered trade mark "COTTON MANTRA" by use of the impugned trade mark "KOTTON MANTRA" or any mark deceptively similar thereto.

2. Pursuant to negotiations, the parties have reached a settlement and recorded the same in joint Memorandum of Compromise dated 26.02.2025. The joint Memorandum of Compromise has been signed by Mr.Sumith Bhansali, Partner of the plaintiff firm, and by K.Savitha, both in her individual capacity and as Proprietrix of the second defendant.



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3. Parties have agreed and recorded that the defendant has stopped

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using the impugned trade mark “KOTTON MANTRA”. Parties have further agreed that a decree be drawn up in terms of prayers (a) and (b) of paragraph 37 of the plaint. The plaintiff has given up the reliefs claimed in paragraph 37 (c), (d), (f) and (g). I see no legal impediment for issuing a decree in terms of the joint Memorandum of Compromise.

4. Therefore, C.S.(Comm.Div.) No.4 of 2025 is partly decreed in terms of prayers (a) and (b) of paragraph 37 of the plaint. The joint Memorandum of Compromise 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.

26.02.2025

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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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