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O.S.A.(CAD) Nos.122 to 124 of 2025
IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18.11.2025

CORAM:

THE HONOURABLE DR. JUSTICE **G.JAYACHANDRAN**
and
THE HONOURABLE MR. JUSTICE **MUMMINENI SUDHEER KUMAR**

O.S.A.(CAD) Nos.122 to 124 of 2025

Mohammed Usman Sait
Son of Haji Ebrahim Oosman Sait
Proprietor of Joonus Sait and Sons
Having its registered office at No 36
Rattan Bazaar Road, George Town
Chennai 600003

.. Appellant/Plaintiff
in all cases

Vs.

Mohammed Saleem Sait
S/o.Haji Ebrahim Oosman Sait,
having its reg.office at
F-37,38, DEE CEE Tower,
2nd Aveue, Chinhamani,
Anna Nagar East, Chennai-6000102.
Alternatively at
Ground Floor, Alsa Mall, Main Entrance,
Complex, Red Cross Rd,
near Alsa Mall,
Egmore, Chennai-600008

.. Respondent/Defendant
in all cases



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COMMON PRAYER: Original Side Appeal (CAD) is filed under Clause 15 of the Letters Patent and Order XXXVI Rule 10 of the O.S.Rules read with Section 13(1A) of the Commercial Courts Act, 2015, praying to set aside the observations in the order dated 25.08.2025 in O.A.Nos.481, 482 & 561 of 2025 in CS Comm Div.No.122 of 2025 as aforesaid which have resulted in an error of judgement and denial of injunction in favour of the Appellant and consequentially allow the application as prayed for by the Appellant in O.A Nos.481, 482 & 561 of 2025 in C.S.Comm Div.No.122 of 2025.

For Appellant : Mr.Amit Sharma &
in all cases Ms.Pallavi Barua

For Respondent : Mr.Subramanian Vaidyanathan &
in all cases Ms.Sahana Banu S

COMMON ORDER

[Order of the Court was made by Dr.G.JAYACHANDRAN., J.]

Joonus Sait and Sons, a business run by the descendants of Joonus Sait, is presently at loggerheads regarding the use of the trade name “Joonus Sait”. The dispute between the family members culminated in a Memorandum of Understanding dated 01.04.2000. Alleging breach of the said Memorandum of Understanding, C.S.(Comm.Div.) Nos.122 of 2025 was initiated by Mohammed Usman Sait against Mohammed Saleem Sait.



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2. In the application seeking interim injunction, the learned Single Judge considered the facts and materials placed by the rival parties and observed that the Memorandum of Understanding dated 01.04.2000 was not for a limited period with respect to use of the trade name and the only restriction imposed was transfer of trade name to any third party. On the said premise, the learned Single Judge has disposed of the application without any order as to costs, except for recording the undertaking given by the defendant's counsel that the claim of the defendant of being the sole torch-bearer of the “Joonus Sait” name had been withdrawn.

3. Being aggrieved, the plaintiff has preferred the present appeal is before this Court.

4. The learned counsel appearing for the appellant/plaintiff submitted that the misrepresentation of the terms of the Memorandum of Understanding by the learned Single Judge has led to denial of protection to the plaintiff's trademark. It is contended that the defendant, under the guise of permission granted to use the trademark, has been extending his business by

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opening additional branches during the pendency of the suit.

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5. In response, the learned counsel appearing for the respondent/defendant submitted that the respondent has not started any new outlets and what is referred by the learned counsel for the appellant is an extension of the existing business at Anna Nagar.

6. We are aware of the fact that a trademark infringement suit classified under the commercial division, is need to be decided within the timeline contemplated under the statute. We also understand that the parties have completed their pleadings. At this juncture, entertaining the appeal against the order passed by the learned Single Judge in the original application would only delay the disposal of the pending suit. Further, the observations made by the learned Single Judge, being prima facie satisfied on records can never be the final opinion till the parties undergo a full-fledged trial.

7. In the such circumstances, we are of the view that the appeal in O.S.A.Nos.122 to 124 of 2025 are disposed of with the following

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observations:

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The respondent herein shall maintain *status quo* with regard to use and expansion of the trademark “Joonus Sait” and shall continue to comply with the undertaking recorded by the learned Single Judge claiming exclusive torch-bearer of the trademark “Joonus Sait”. The parties shall cooperate to complete the trial within the timeline determined by the learned Single Judge.

[Dr.G.J., J.] & [M.S.K., J.]
18.11.2025

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Dr.G.JAYACHANDRAN., J.
and
MUMMINENI SUDHEER KUMAR., J.

rpl

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