



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.03.2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

**C.S.(Comm. Div) No.5 of 2026
and
O.A. Nos. 9 to 11 of 2026
and A.No.43 of 2026**

M/s. Texmo Industries,
A Registered Partnership Firm
Represented by its Constituted Attorney
Mr. Purushotham Kausik S.
P. B. No. 5303, Gnanambika Mills P. O.,
Mettupalayam Road, Coimbatore 641 029.

.. Plaintiff

Vs

1. Mr.Paija Niraj Jayantibhai,
B 304, Crystal Heaven, Kankot Road,
Opp Dream City, Mavdi, Rajkot,
Gujarat-360004.
2. Shree Jogi Pipe Industries,
Represented by its partners
Mr. Niraj Jayantibhai Paija and
Mr. Jayantibhai Hansrajbhai Paija,
Plot No.5, Survey. No.384,
Kishan Cement Gate, Near Kishan Cement,
Rajkot, Shapar, Gujarat 360024.

Also at

Shed No.1, Plot No.4, Survey No.39,
Balaji Industrial Area Shaper, Rajkot,
Katada, Shaper Veraval-360024.

..Defendants



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Plaint filed under Order VII Rule 1 of The Code of Civil Procedure, 1908 r/w Order IV Rule 1 of O.S.Rules, Section 2(1)(C)(xvii) r/w Section 7 of The Commercial Courts Act, 2015 and Sections 27, 28, 29, 134, 135 of The Trade Marks Act, 1999 praying for a judgment and decree on the following terms:

a) A permanent injunction restraining defendants, their partners, their employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, maintaining and/or operating websites, domain names, social media platforms, email address, mobile applications, trade/corporate name and in any other manner directly or indirectly, online or offline, dealing with any goods or services in the name of TAROLEX, **TAROLEX** 

which is almost identical / deceptively similar to the Plaintiff's registered trademark "TARO" ,   

and its formative marks amounting to infringement of the Plaintiff's registered trademark TARO application Nos. 728755, 1972536, 3884169 in class 07, 1978912, 3884132, 3884170 in class 09, 2743564 in class 17, 3884160 in class 17, 3884134 in class 17, 1978914, 1978918 in class 35, 1978915, 1978919 in class 37 and 2743593 in class 42;



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B) A permanent injunction restraining Defendants, their partners, their employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, maintaining and/or operating websites, domain names, social media platforms, email address, mobile applications, trade/corporate name and in any other manner directly or indirectly, online or offline, dealing with any goods or services in the name of TAROLEX,

TAROLEX



which is almost identical / deceptively similar to the Plaintiff's trademarks "TARO",



and such other marks and passing off the goods/ services of the Defendants as and for those of the Plaintiff.

c). A permanent injunction restraining the Defendants, their partners, directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributors, stockists, representatives, licensees and anyone acting for or on their behalf directly or indirectly, as the case may be from performing any actions, especially using the trademarks TAROLEX

TAROLEX



or any other mark which is deceptively similar and/or identical to the Plaintiff's trademarks "TARO"



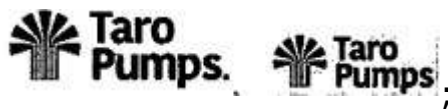
and such other marks amounting to unfair competition, dilution of the goodwill and reputation of the Plaintiff's trademark or doing any other thing which will lead to dilution of Plaintiff's Intellectual Properties;



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d) An order of declaration, declaring the Plaintiff's trademark 'TARO' as a 'well-known trademark' within the meaning of Section 2(1)(zg) read with Section 11(6) of the Trademarks Act, 1999.

e) The Defendants be ordered to pay the Plaintiff a sum of INR 25,00,000/- (Rupees Twenty-Five Lakhs Only) as damages for having committed infringement of the Plaintiff's registered trademarks and passing off in respect of the Plaintiffs' trademarks "TARO", 



f) A preliminary decree be passed in favour 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 alleged activities bearing the trademarks TAROLEX, **TAROLEX**

 or any other mark which is identical/deceptively similar to the Plaintiff's trademarks "TARO",   

g) Directing the Defendants for delivery up of any brochures/ printed material, signages, hoardings, pamphlets, brochures and/or any material bearing the trademarks TAROLEX, **TAROLEX**  which infringes the Plaintiff's registered trademarks "TARO", 



h) Costs.



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For Plaintiff:

Ms.Reshma Rajagopal
for Mr.M.S. Bharath

For Defendants:

Mr.Paija Niraj Jayantibhai
Party-in-person

JUDGMENT

The suit was filed for remedies in respect of alleged infringement of trade mark and passing off relating to the use of impugned mark TAROLEX and variants thereof by the defendants.

2. Parties have reached a settlement and executed a memorandum of compromise in February 2026. Said document records the agreement of the defendants to the issuance of a decree as per prayers (a) to (c) of paragraph No.81 of the plaint. It also records that the plaintiff has agreed to give up reliefs claimed in clauses (f) and (g) of paragraph No.81 of the plaint. The defendants have also agreed to pay a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) towards costs. In case of breach of terms of compromise, provision is made for payment of liquidated damages of Rs.50,00,000/- (Rupees Fifty Lakhs only) by the defendants.

3. The memorandum of compromise has been signed by constituted attorney of the plaintiff Mr.S.Purushotham Kausik. It also bears the signature of Mr.Paija Niraj Jayantibhai, partner of the second defendant, who is also the first defendant in the suit. He is present on the video conferencing mode.



4. I find no legal impediment for the issuance of a decree in terms of the compromise.

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5. Therefore, the civil suit is decreed in terms of prayers made in paragraph Nos.81(a) to 81(c). As regards paragraph No.81(e), the defendants shall pay a sum of Rs.25,000/-. It is stated that this sum has already been paid. Consequently, connected applications are closed.

30.03.2026

Index:Yes/No
Neutral Citation:Yes/No
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SENTHILKUMAR RAMAMOORTHY,J.

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