



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.04.2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S(COMM DIV) No. 252 of 2025

and

O.A. Nos. 952 to 955 of 2025 and A. No.4819 of 2025

Spalon India Private Limited
Represented by its Authorized Representative
Ms Sneh Koticha 2nd Floor Saba House No 209
A St Mary s Road Alwarpet Chennai 600018

..Plaintiff

Vs

Mrs Pooja Gupta
Trading as, B BOUNCE Salon,
D-147, Near Geeta Bhawan,
Near HDFC Bank, Kamla Nagar,
Delhi-110007

..Defendant

Plaint filed under Order VII Rule 1 of Code of Civil Procedure read with Order IV Rule 1 of Original Side Rules of The Madras High Court, Section 2(1)(C)(xvii) read with Section 7 of The Commercial Courts Act, 2015 and Sections 27, 28, 29, 134 and 135 of The Trade Marks Act, 1999 praying to grant a judgment and decree on the following terms:

a) A permanent injunction restraining the Defendant, their partners, their employees, officers, servants, agents, and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, offering service and in any other manner, directly or indirectly, online or offline, dealing with



any service in the name of "B BOUNCE SALON, B BOUNCE, B BOUNCE UNISEX SALON



which is identical similar to the Plaintiff's registered trademark BOUNCE amounting to an infringement of the plaintiff's registered trademarks bearing the application nos.1278997 under class 42, 2371476 under class 44 2371477 under class 26, 2371478 under class 11, 2371479 under class 21, 2375804 under class 41, 2375805 under class 44, 3381492 under class 44, 3381493 under class 44 and 5730239 under class 41 in any manner whatsoever;

b) A permanent injunction restraining the Defendant, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, and in any other manner, directly or indirectly, dealing with any products, services in the name of B BOUNCE SALON, B BOUNCE, B BOUNCE UNISEX SALON



or any mark which is identical/similar to the plaintiff's registered trademarks BOUNCE and such other marks and passing off the goods/services of the defendant as and for those of the plaintiff in any manner whatsoever;

c) A permanent injunction restraining the Defendant, their partners, their employees, officers, servants, agents and all others acting for and on their behalf from using mark B BOUNCE SALON, B BOUNCE, B BOUNCE UNISEX SALON





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or any mark which is deceptively similar and or identical to the Plaintiff's registered trademark "BOUNCE" in any of the websites, domain names, social media platforms, email address, mobile application and other intermediaries in any language in any manner whatsoever;

d) A permanent injunction restraining the Defendant, 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 "B BOUNCE SALON, B BOUNCE, B BOUNCE UNISEX SALON



or any mark which is deceptively similar and or identical to the Plaintiff's trademark BOUNCE 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;

e) The Defendants be ordered to pay the Plaintiff a sum of INR 10,00,000/- (Rupees Ten Lakhs Only) as damages for having committed infringement of the Plaintiff's registered trademark and passing off in respect of the Plaintiff's trademark BOUNCE and its formative marks;

f) A preliminary decree be passed in favour of the Plaintiff directing the Defendant to render true and proper accounts of the profits arising out of the amount of sales generated by the defendant in respect of their



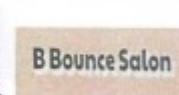
alleged activities bearing the mark "B BOUNCE SALON, B BOUNCE, B BOUNCE UNISEX SALON

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or any mark which is deceptively similar and or identical to the Plaintiff's registered trademark "BOUNCE" in any manner whatsoever;

g) To grant order of delivery up of any brochures/ printed material and/or any material bearing "B BOUNCE SALON, B BOUNCE, B BOUNCE UNISEX SALON



which infringes Plaintiff's registered trademark BOUNCE;

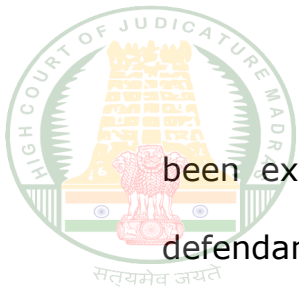
h) Costs of such other relief as this Hon'ble Court may deem fit, in the circumstances of the case, in the interests of justice and equity.

For Plaintiff: Mr.V.S.Krishna
for Mr.M.S.Bharath

For Defendant: Mr.Shoaib Fazil

JUDGMENT

The suit was filed for the remedies in respect of alleged infringement of trade mark and passing off. Pursuant to negotiations, parties reached a settlement and executed a memorandum of compromise dated 28.03.2026. Such memorandum of compromise has



been executed by an authorised signatory of the plaintiff and by the defendant. The respective counsel have also signed the document.

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2. In such memorandum of compromise, the defendant has submitted to a decree in terms of remedies claimed in paragraph Nos.60(a), (b), (c) and (d) of the plaint. The plaintiff has agreed to give up remedies claimed in paragraph Nos.60(f) and (g) of the plaint. As regards the remedy claimed in paragraph No.60(e) of the plaint, the defendant has agreed to and paid a sum of Rs.30,000/- as costs. The parties have also provided for payment of liquidated damages of Rs.10,00,000/- in the event of breach.

3. I find no legal impediment to the issuance of decree in terms of said memorandum of compromise.

4. Therefore, the civil suit is decreed in terms of memorandum of compromise dated 28.03.2026, which shall form an integral part of such decree. Consequently, connected applications are closed.

27.04.2026

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

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