



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25-02-2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

**C.S(COMM DIV) No. 317 of 2025
and O.A.Nos.1141 & 1142 of 2025
and A.No.6107 of 2025**

1. Aquapump Industries
Tudiyalur Post, Coimbatore 641034 and also at
No. 184, old No.24, 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. 184, old No.24, Linghi Chetty Street,
George Town, Chennai 600001
Rep by its Managing Partner
Mr. Ramaswamy Kumaravelu

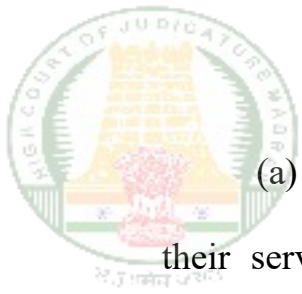
..Petitioner(s)

Vs

Mr.Meet Jayeshbhai Patel
Proprietor,
Shukan Engineering Co.
3, Paresh Estate, Opp.Sonya Ceramics,
Anil Starch Road,
Naroda-Road, Ahmedabad 382345
Gujarat

..Respondent(s)

PRAYER: Plaintiff filed under Order IV Rule 1 O.S.Rules and Order VII Rule 1
of the CPC Read With Sections 27, 134 and 135 of the Trade Marks Act, 1999,
prays for Judgement and Decree 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 mark AQUA AERO and thereby infringing the Plaintiffs' registered Trade Marks AQUA GROUP/ AQUA GROUP,. TEXMO, AQUATEX, AQUA GROUP TEXMO, AQUA GROUP – AQUATEX, AQUASUB, AQUASUB ENGINEERING, AQUAPUMP & AQUAPUMP INDUSTRIES as such or prefix or suffix in any Pumps and Motors 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 Plaintiffs 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, 3815294 & 3815295 or in any manner infringing the Plaintiffs' Registered Trade Marks by using AQUA AERO, TEXMO, AQUA and other Aqua formative marks.

(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 Marks AQUA AERO or AQUA GROUP/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 Pumps and Motors 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 / AQUA GROUP, TEXMO, AQUATEX, AQUA GROUP TEXMO, AQUA GROUP – AQUATEX, AQUASUB, AQUASUB ENGINEERING, AQUAPUMP & AQUAPUMP INDUSTRIES or in any manner pass off the Plaintiffs 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 AERO or other marks deceptively similar to the Plaintiffs Trademark TEXMO, AQUA and Aqua formative marks,

(d) Directing the Defendant to render an account of profits made by them by the use of the impugned trademark AQUA AERO 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.

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For Plaintiff(s):

Ms.Gladys Daniel
for Mr.C.Daniel

For Respondent(s):

M/s.Rajan J. Patel

JUDGMENT

The suit was instituted for remedies in respect of alleged trade mark infringement and passing off. Pursuant to negotiations, parties reached a settlement. Memorandum of Compromise dated 06.02.2026 has been filed. Such memorandum of compromise has been signed by the Managing Partner of the first and second plaintiffs, the Proprietor of Shukan Engineering Company and by the respective counsel.

2. The defendant has agreed to submit to a decree in terms of reliefs claimed in clauses (a) and (b) of paragraph 26 of the plaint. The defendant has also agreed to withdraw / cancel the registered trade mark AQUAAERO under Trade Mark No.5573625 and has agreed not to make any further application for registration of the marks indicated in paragraph 5. The defendant has further agreed not to assert any right in the trade marks mentioned in paragraph 6 of the memorandum of compromise. The plaintiff has agreed to give up the reliefs claimed in clauses (c) to (f) of paragraph 26 of the plaint.



3. I see no legal impediment to the issuance of a decree in terms of the memorandum of compromise.

4. Therefore, C.S.(Comm.Div.) No.317 of 2025 is decreed in terms of memorandum of compromise dated 06.02.2026, which shall form an integral part of the decree. In view of the settlement, there will be no order as to costs. Consequently, the connected applications are closed.

25-02-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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C.S(COMM DIV) No. 317 of 2



SENTHILKUMAR RAMAMOORTHY, J.

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