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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.01.2026

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

O.P.(CR) No.2 of 2024
and
C.S.(Commercial) No.52 of 2024
and
Application No.2350 of 2024 in C.S.(Comm.Div. No.52 of 2024)

O.P.(CR) No.2 of 2024

1.S.Sudhakar

2.S.Dhinakar

3.M/s.T.M.Karuppiah Nadar Sons
No.84, M.C.Road,
Old Washermenpet,
Chennai – 600 021.
represented by its Partner
S.Sudhakar .... Petitioners

Vs.

1.Rajendra Rameshchandra Jain
Partner of M/s.Leela Udhyog
No.37/22/1, Kalupur Lat Bazar,
Opp.Chokha Bazar, Kalupur,
Ahmedabad – 380 001.
Gujarat.

2.The Registrar of Copyrights,
Department of Industrial Policy & Promotion,
Ministry of Commerce and Industry,
Boudhik Sampada Bhawan,
Plot No.32, Sector 14, Dwaraka,
New Delhi – 110 075. .... Respondents

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Original Petition filed under Section 50 of the Copyrights Act, 1957, praying to direct the second respondent to expunge the impugned Artistic work/label of the first respondent with the Registration No.A-150403/2023 dated 28.12.2023 for "Eiffel Tower" granted to the first respondent with costs to the petitioner.

For Petitioners : Mr.S.Kamalesh
for Mr.Madhan Babu

For Respondents : Mr.G.Mohanraj [R1]
Mr.K.Ramanamoorthy, SPC [R2]

C.S.(Commercial) No.52 of 2024

1.S.Sudhakar

2.S.Dhinakar

3.M/s.T.M.Karuppiah Nadar Sons
No.84, M.C.Road,
Old Washermenpet,
Chennai – 600 021.
represented by its Partner
S.Sudhakar .... Plaintiffs

Vs.

1.Leela Udhyog

2.Rajendra Rameshchandra Jain
Partner and Person in-charge,
M/s.Leela Udhyog,
No.37/22/1, Kalupur Lat Bazar,
Opp.Chokha Bazar, Kalupur,
Ahmedabad – 380 001.
Gujarat.

3.Rameshchandra Manoharlal Jain

4.Vishal Hastimal Jain

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5.R.V.Traders,
No.37/22/1, Kalupur Lat Bazar,
Opp.Chokha Bazar, Kalupur,
Ahmedabad – 380 001.
Gujarat. .... Defendants

Civil Suit filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of the Code of Civil Procedure read with Sections 51, 55, 58 and 62 of the Copyright Act, 1957 and Sections 27, 134 and 135 of the Trade Marks Act, 1999, for the following reliefs:

a) A permanent injunction restraining the defendants, their men, servants, agents, assigns, subsidiaries or anyone claiming through or under them or acting under their directions, from in any manner whatsoever infringing the plaintiffs' copyright contained in their TOWER label, filed herewith as Plaint Document No.3, by manufacturing, selling, offering for sale, stocking, advertising, exporting, importing either directly and or indirectly any goods and in particular any food or allied products including Dhall varieties under the "Eiffel TOWER" Label, filed herewith as Plaint Document No.9, or any other label which is identical with and or deceptively similar and/or a substantial reproduction of the plaintiffs' TOWER Label filed as Plaint Document No.3;

b) Permanent injunction restraining the defendants, their distributors, stockiest, servants, agents, retailers, representatives or any other person claiming under/through them from in any manner manufacturing, selling, offering for sale, stocking, advertising, exporting, importing either directly and or indirectly any goods and in particular any food or allied products including Dhall varieties using the trademark "Eiffel TOWER" or the label filed as Plaint Document No.9, either per se or in combination with any other mark either in English or any other language which is identical with or deceptively similar to the plaintiffs' trademark 'TOWER' or the TOWER Label filed as Plaint Document No.3 so as to pass off the defendants products as and for the products of the plaintiffs or in any other manner whatsoever connected with the plaintiffs;

c) The defendants be ordered to surrender to plaintiffs for destruction all packed goods, labels, dyes, blocks, moulds, screen prints, packing materials and other materials bearing the trademark "Eiffel TOWER" or the offending label filed as Plaint Document No.9 either per se or

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in combination and/or any other mark either in English or any other language which is identical with or deceptively similar to the plaintiffs' mark 'TOWER' or label filed as Plaint Document No.3;

d) A preliminary decree be passed in favour of the plaintiffs directing the defendants to render account of profits made by use of trademark "Eiffel TOWER" or mark/label "Eiffel TOWER" filed as Plaint Document No.9, either per-se or in combination and/or any other mark either in English or any other language and a final decree be passed in favour of the plaintiffs for the amount of profits thus found to have been made by the defendants, after the latter have rendered accounts;

e) The defendants be ordered and decreed to pay to the plaintiffs a sum of Rs.25,00,000 (Rupees Twenty Five Lakhs only) as special damages for acts of passing off and infringement of copyright committed by them.

For Plaintiffs : Mr.S.Kamalesh
for Mr.Madhan Babu

For Defendants : Mr.G.Mohanraj [D1 to D4]

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COMMON ORDER

The suit was filed seeking relief of permanent injunction and for other consequential reliefs. Initially, a preliminary decree was passed on 08.07.2025. Subsequently, the parties were able to reach a settlement. Accordingly, when the matter was taken up for hearing today, a Joint Memo of Settlement dated 28.11.2025 entered into between plaintiffs and defendants was placed before this Court. The same has been signed by both the parties and their respective counsel.

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2. Learned counsel appearing on either side submitted that the suit and the connected petition can be disposed of in terms of the Joint Memo of Settlement.

3. The relevant clauses in the Joint Memo of Settlement dated 28.11.2025 is extracted hereunder:

The Joint Memorandum of Settlement reached between the Parties Witnesseth As Follows:

1. The terms plaintiffs and defendants 1 to 4 shall mean and include their respective heirs, executors, administrators, successors, assigns and all persons claiming through and under them;

2. Defendants 1 to 4 unequivocally acknowledge, accept and confirm the plaintiffs' to be the Proprietor of the mark TOWER per-se as well as the first Owner of the label TOWER filed as **Annexure No.1** hereto, and further that the said mark TOWER as well as the said label are well known marks of the plaintiffs under Sec.2(1)(zg) of the Trade Marks Act, 1999, and that the plaintiffs are entitled to exclusively use the said mark and label in respect of all goods, in particular any food articles including but not limited to dhall;

3. Defendants 1 to 4 express their sincere regret for having infringed the intellectual property of the Plaintiffs and for having indulged in the tort of passing off, including the adoption and use of the trademark "Eiffel Tower" as well as the label "Eiffel Tower" filed as **Annexure No.2** and registered under No.150403/2023 dated 28.12.2023.

4. Defendants 1 to 4 shall forthwith withdraw their Opposition under No.1267763 to the trademark application under TM No.6094478 dated 03.09.2023 filed by the Plaintiffs. The Defendants shall also not be entitled to oppose any

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application seeking registration of the trademark TOWER that may be made by the Plaintiffs in future.

5. The Defendants 1 to 4 shall also forthwith withdraw their application seeking registration of the infringing trademark/label "Eiffel Tower" under TM No.6052897 dated 04.08.2023 and shall not make any application seeking registration of any mark/trademark which is identical with/deceptively similar to the Plaintiffs trademark TOWER in future.

6. The Defendants 1 to 4 agree, abide, accept and submit to a decree as prayed for in terms of prayer (A), (B) and (C) of Para 26 of the Plaint, namely:

   a) A perpetual injunction restraining the defendants, their men, servants, agents, assigns, subsidiaries or any anyone claiming through or under them or acting under their directions, from in any manner whatsoever infringing the plaintiffs' copyright contained in their TOWER label, filed herewith as **Plaint Document No.3** (Annexure-1 to this Memorandum of Settlement), by manufacturing, selling, offering for sale, stocking, advertising, exporting, importing either directly and/or indirectly any goods and in particular any food or allied products including Dhall varieties under the "Eiffel TOWER" Label, filed herewith as Plaint **Document No.9** (Annexure-2 to this Memorandum of Settlement), or any other label which is identical with and/ or deceptively similar and/or a substantial reproduction of the plaintiffs' TOWER Label filed as **Plaint Document No.3** (Annexure-1 to this Memorandum of Settlement);

   b) A perpetual injunction restraining the defendants, their distributors, stockiest, servants, agents, retailers, representatives or any other person claiming under/through them from in any manner manufacturing, selling, offering for sale, stocking, advertising, exporting, importing either directly and/or indirectly any goods and in particular any food or allied products including Dhall varieties using the trademark "Eiffel TOWER" or the label filed as **Plaint Document No.9 (Annexure-2** to this Memorandum of Settlement),

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either per se or in combination with any other mark either in English or any other language which is identical with or deceptively similar to the plaintiffs' trademark 'TOWER' or the TOWER Label filed as **Plaint Document No.3** (Annexure-1 to this Memorandum of Settlement) so as to pass off the defendants products as and for the products of the plaintiffs or in any other manner whatsoever connected with the plaintiffs;

c) The defendants be ordered to surrender to plaintiffs for destruction all packed goods, labels, dyes, blocks, moulds, screen prints, packing materials and other materials bearing the trademark "Eiffel TOWER" or the offending label filed as **Plaint Document No.9** (**Annexure-2** to this Memorandum of Settlement) either per se or in combination and/or any other mark either in English or any other language which is identical with or deceptively similar to the plaintiffs' mark 'TOWER' or label filed as **Plaint Document No.3** (**Annexure-1** to this Memorandum of Settlement);

7. The Defendants 1 to 4 declare that they do not have in their possession or custody any packed goods, labels, dyes, blocks, moulds, screen prints, packing materials and other materials bearing the trademark "Eiffel TOWER" or the offending label filed as **Plaint Document No.9 (Annexure-2** to this Memorandum of Settlement), and undertake to forthwith destroy any such material if found to be available anywhere.

8. The Defendants 1 to 4, in particular the Defendant No.2, agrees for cancellation of the copyright registration of the infringing trademark/label "Eiffel Tower" (**Annexure-2** to this Memorandum of Settlement) under No.150403/2023 dated 28.12.2023. The Defendants 1 to 4 undertake not to create or use or seek registration in future any label employing a deceptively similar artistic work/ trade dress/ colour combination to that of the Plaintiffs label filed as Annexure-1.

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9. Defendants 1 to 4 has paid a sum of Rs.4,50,000/- (Rupees Four Lakhs and Fifty Thousand Only) vide Demand Draft dated 17.11.2025 bearing no.936301 drawn on KOTAK MAHINDRA Bank in favour of "T.M.Karuppiah Nadar Sons" towards reimbursement of cost incurred by the Plaintiffs partially towards the filing and prosecuting of the present suit as well as token damages, and the plaintiffs acknowledge the same as full and final settlement of their monetary claim against the Defendants 1 to 4;

10. In view of the above, the plaintiffs hereby give up their claims as prayed for in prayers (c) to (f) of Para 26 of the Plaint against the Defendants 1 to 4.

11. The Rectification Petition O.P.(CR) No.2 of 2024 shall be allowed as prayed for and the Copyright Registration No.150403/2023 dated 28.12.2023 for "Eiffel Tower" label/artistic work.

12. The application for Perjury filed against the Defendants 1 to 4 under Appl.No.2350 of 2024 in C.S.(Commercial) No.52 of 2024 shall be closed as "Not Pressed".

13. The Civil Suit C.S.(Commerical) No.52 of 2024 shall be decreed as prayed for against Defendant No.5.

14. It is agreed that the parties shall have no further claims whatsoever against each other and the present compromise fully and finally settles all the disputes between the parties.

15. The suit shall be decreed in terms of this Memorandum of Compromise, and the present memorandum shall form part of the decree."

4. Pursuant to the Joint Memo of Settlement, defendants 1 to 4 have paid a sum of Rs.4,50,000/- by means of a demand draft to the plaintiff. A copy of the same was also placed before this Court.

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5. In terms of Clause 8 of the Memorandum of Settlement entered into between the parties, defendants 1 to 4, in particular, the second defendant has agreed to cancel the copy right registration of the infringing trademark/label. Accordingly, the petition in O.P.(CR) No.2 of 2024 seeking rectification stands allowed.

In the light of the above development, the suit and the connected application are disposed of in terms of the Memorandum of Settlement entered into between the plaintiffs and the defendants dated 28.11.2025 and the same shall form part of the decree.

12.01.2026

NCC: Yes/No
gm

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N.ANAND VENKATESH, J.

gm

O.P.(CR) No.2 of 2024 and C.S.(Commercial) No.52 of 2024
and
Application No.2350 of 2024 in C.S.(Comm.Div. No.52 of 2024)

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