



## IN THE HIGH COURT OF JUDICATURE AT MADRAS

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Judgment reserved on	<b>24.01.2026</b>
Judgment pronounced on	<b>25.03.2026</b>

CORAM

THE HONOURABLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S(COMM DIV) No. 116 of 2023

Sangeetha Caterers and Consultants LLP  
(LLPIN-AAD-7003), an Indian Limited  
Liability Partnership Firm, Rep. by its  
Authorised Officer Binish R Panicker,  
Incorporated under the Limited Liability  
Partnership Act, 2008,  
Having registered office address at 4th Floor,  
No.7, Gandhi Nagar Main Road, 1st Main Road,  
Adyar, Chennai 600 020, Tamil Nadu

... Plaintiff

Vs

1. M/s Rasnam Foods Pvt Ltd,  
An Indian Company incorporated under  
the Companies Act, 2013,  
Having its registered office at No.1A/  
1B, Rajiv Gandhi Salai, Navaloor,  
Chennai, Kancheepuram, Tamil Nadu  
603 103 India

2. M/s RSM Foods Private Limited,  
An Indian Company incorporated under  
the Companies Act 2013, having its  
registered office at No.2/95B, Sri  
Nilayam, Rajiv Gandhi Salai, Old  
Mahabalipuram Road, Thoraipakkam,



Chennai, Tamil Nadu 600 097, India

3. M/s Prasanam Foods Private Limited,

An Indian Company incorporated under the Companies Act, 2013, having its registered office at No.82, New No.102, G.N.Chetty Road, T.Nagar, Chennai, Tamil Nadu 600 017, India

4. GVR Foods Private Ltd.,  
An Indian Company Incorporated Under The Companies Act, 2013  
Having its Reg. Office At No.2/216,  
2nd Avenue, Vettuvankeni,  
Injambakkam, ECR, Chennai 115,  
India

5. N. Murali,  
aged 56 yr, s/o. Narayanan Rao, having  
an address at no.2/216, 2nd Avenue,  
Vettuvankeni, Injambakkam, ECR,  
Kancheepuram, Tamil Nadu, India

... Defendants

**PRAYER:** Plaintiff filed under Order IV Rule 1 Original Side Rules read with Order VII Rule 1 CPC, Section 7 of the Commercial Courts Act, 2015 and Sections 29, 134 & 135 of the Trade Marks Act, 1999, the Plaintiff therefore prays

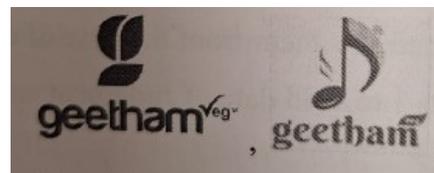
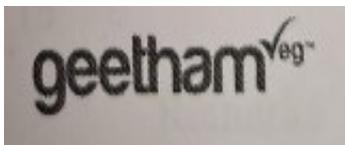
a) grant a permanent injunction, restraining the Defendants, their Directors, Partners, servants, assignees, agents, and anyone claiming through the Defendant from using or providing any kind of service using the **Impugned Trademarks** including the trademarks '**GEETHAM**', '**GEETHAM VEG**', '**SANGEETHAM**', or any **GEETHAM** or **SANGEETHA** formative marks, or any variations thereof including



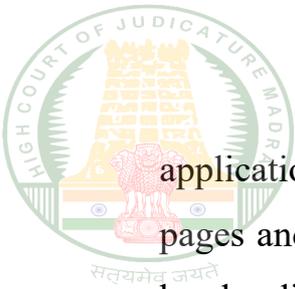
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which may be in any way identical, partly identical or deceptively similar to Defendants prior, well known and registered trademarks of the Plaintiff in any media and in any manner in relation to any business carried on by the Defendants including in respect of Defendants websites, domain names, web or mobile applications, online sales or marketing platforms, webpages or social media pages and from using the same in name boards, domain names, invoices, letter heads, digital communication and visiting cards or by using any other trade mark name which is in any way identical/ partly identical/ deceptively similar to the Plaintiff's Sangeetha Trademarks or from in any manner infringing the Plaintiffs registered Trade Marks referred herein.

b) Granting Permanent Injunction restraining the Defendants, their Directors, Partners, servants, assignees, agents, or any one claiming under the Defendants from using the Impugned Trademarks or providing any kind of service using the **'GEETHAM', 'GEETHAM VEG', 'SANGEETHAM' or any GEETHAM or SANGEETHA formative marks, or any variations thereof including**



which may be in any way identical, partly identical or deceptively similar to our clients prior, well known and registered trademarks of the Plaintiff in any media and in any manner in relation to any business carried on by the Defendants including in respect of Defendants websites, domain names, web or mobile

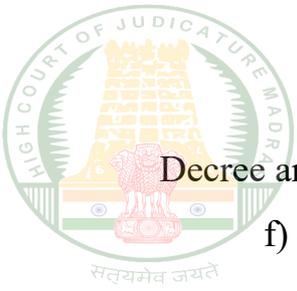


applications, online sales or marketing platforms, webpages or social media pages and from using the same in name boards, domain names, invoices, letter heads, digital communication and visiting cards or by using any other trade mark name which is in any way identical /partly identical/deceptively similar to the Plaintiff's Sangeetha Trademarks or from in any manner passing of the Plaintiffs registered Trade Marks referred herein.

c) Granting an order of Mandatory Injunction directing the Defendants to take down, remove, hand over to the Plaintiff all signages, name boards, goods, packaging, menus, advertising and promotional material, cartons, and all printed matter and digital or electronic files, etc., bearing the Impugned Trademarks and any variants thereof which is identical partly identical deceptively similar to the Plaintiffs **Sangeetha Trademarks** as stated above,

d) Granting an order of Mandatory Injunction directing the Defendants to withdraw, take down, cancel and or delete all trade names domain names corporate names social networking sites websites online listings and any other physical or digital identities, containing the **Impugned Trademarks** or any other mark wholly or partly identical or deceptively similar to Plaintiffs name and Sangeetha Trademarks and its variants, used in relation to businesses directly or indirectly competing with plaintiff or which would cause prejudice, loss, dilution or detriment to plaintiffs well known trademarks with immediate effect,

e) Directing the Defendants to provide a true and proper statement of accounts of the revenue generated using the impugned trademarks on their services and handover the profits made by them from the date of commencement of operation of the Defendants 1 to 4 till date of Judgment and



Decree and

f) directing the Defendants to pay to the Plaintiff the costs of the suit.

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For Plaintiff: Mr. A.K.Sriram, Sr. Adv.  
for M/s A.S.Kailasam and  
Associates

For Defendants: Mr. P.S.Raman, Sr.Adv.  
for Mr. A.Ramesh Kumar  
\*\*\*\*\*

### **JUDGMENT**

The suit was instituted seeking remedies in respect of alleged infringement of the plaintiff's trademark 'SANGEETHA' and variants thereof by use of the mark 'GEETHAM' or 'GEETHAM VEG', including any variations thereof.

#### **Pleadings, issues and evidence**

2. In the plaint, the plaintiff states that they are engaged in the business of providing hotel, restaurant and other allied services under the name "SANGEETHA"/"SANGEETHA VEG" since the year 1985. According to the plaintiff, the first and second restaurants under the name and mark "SANGEETHA" were opened in the years 1985 and 1990, respectively. It is also stated that the restaurant chain is known nationally and internationally on account of the hard work, money and effort expended by the plaintiff and its



predecessors. The plaintiff also states that a partnership firm under the name and style of “Sangeetha Caterers and Consultants” was constituted on 22.11.2001 and that the said firm was converted into a limited liability partnership under the name and style “Sangeetha Caterers and Consultants LLP” in the year 2015. The plaintiff asserts that it has restaurants in about 29 locations in Chennai and its suburbs and that it has set up 21 units abroad in countries such as Belgium, France, the United Kingdom, the United States of America, Qatar, Bahrain, the United Arab Emirates, Malaysia and Hong Kong.

3. The plaintiff has set out the list of trademarks applied for and registered as “SVR SANGEETHA”, “SANGEETHA VEG. RESTAURANT” or as device marks with the word element “SANGEETHA”. Details of trademark applications filed in other countries are also set out in paragraph 7.

4. The plaintiff states further that the fifth defendant, representing defendants 1 to 3, approached Mr.P.Suresh, partner of the plaintiff, with a request to grant a franchise. Pursuant to such request, it is stated that several franchise agreements were executed by and between the plaintiff, on the one hand, and one of defendants 1-3, on the other. It is also stated that defendants 1 to 3 were required to operate the franchisee restaurants as per the terms and quality standards set by the plaintiff. After advertng to alleged breaches of the



terms and conditions of the franchise agreements by the defendants, the plaintiff states that the defendants requested for permission to shift the restaurant at Medavakkam to a new location in February 2022. According to the plaintiff, the request was rejected during the discussions on 08.03.2022. Upon communicating such rejection, it is stated that the defendants expressed the intention to start a new unit at Medavakkam on their own. Therefore, they were informed that they should surrender all the franchises.

5. Pursuant to a meeting held on 19.04.2022, it is stated that it was mutually decided to terminate the franchise agreements. By referring to e-mails dated 27.5.2022, the plaintiff states that the closing operational requirements were set out therein. This included an acknowledgement by defendants 1 to 3 of the plaintiff's ownership of all intellectual property rights and the validity and enforceability thereof. The defendants also agreed not to disclose confidential information. The plaintiff expressly denies that permission was granted to the defendants to carry on the restaurant business with or without a change of name.

6. The plaintiff has also stated that the defendants have filed trademark applications from March 2022 onwards for the marks "GEETHAM VEG. RESTAURANT", "SANGEETHAM" and the like. It is also stated that the defendants resumed operation of restaurants in the same locations where they



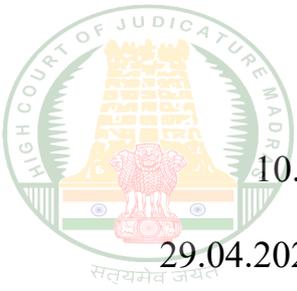
were running the franchisee outlets, i.e. in Velachery, T.Nagar, Thoraipakkam, Medavakkam and Navalur. It is also stated that they promoted these restaurants as “everything is the same except the name – same place, same ambience, same team, same taste, same service, same quality”. The plaintiff referred to the news publications indicating that the earlier SANGEETHA restaurants are now GEETHAM. It is also stated that the suit was instituted after issuing lawyer's notice dated 10.01.2023.

7. In the written statement, the defendants admit that they were franchisees of the plaintiff. It is stated that the defendants requested the plaintiff for permission to shift the Medavakkam branch to a new location due to the ongoing CMRL line construction which was affecting the business. This legitimate request is said to have been rejected by the plaintiff. It is stated further that the defendants were called upon to surrender all the franchises at the board meeting held on 08.03.2022. Relying on the minutes of meeting on 08.03.2022, the defendants state that it is evident therefrom that the plaintiff permitted the defendants to start their own restaurant business. The defendants also referred to the minutes of meeting held on 19.04.2022 as indicative of the plaintiff not raising any objection to the course of action proposed in email dated 11.04.2022.



8. The defendants state that the mark “GEETHAM” was coined in March 2022 and used in relation to the restaurant outlets from 01.06.2022. It is also stated that a designated partner of the plaintiff was a director in Rasnam Foods (P) Ltd. from 07.05.2014 to 31.05.2022 and that he still continues as a shareholder. The defendants also state that the trademark applications of the defendants were opposed by the plaintiff as early as 27.06.2022. In spite of being aware of the functioning of restaurants under the name “GEETHAM” since then, it is stated that the plaintiff has instituted the present suit belatedly on 11.05.2023 after coming to know of the defendants’ success.

9. The defendants also state that the marks “GEETHAM” and “GEETHAM VEG. RESTAURANT” are not visually, conceptually or phonetically similar to the plaintiff’s mark. It is further stated that the application for the mark “SANGEETHAM” was withdrawn by the defendants on 18.01.2023. In paragraph 22 of the written statement, after referring to the lease agreements between the defendants and the respective lessors, the defendants have also stated that the plaintiff was aware of the defendants having established new outlets at Mutukadu, ECR Road, on 01.10.2022, World Trade Centre, Perungudi in October, 2022 and Grand Galada, GST Road, Pallavaram in November 2022.



10. Considering the pleadings, the following issues were framed on

29.04.2024:

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*“(i) Whether the plaintiff is entitled to get the relief of permanent injunction as sought for in the plaint?*

*(ii) Whether the plaintiff is entitled to get the relief of mandatory injunction as sought for in the plaint?*

*(iii) Whether the defendants are liable to provide a true and proper statement of accounts of the revenue generated using the impugned trademark to the plaintiff as sought for in the plaint ?*

*(iv) Whether the plaintiff is entitled to get the suit costs?*

*(v) Whether the plaintiff sustained any damages as claimed ?*

*(vi) To what other reliefs the parties are entitled ?”*

11. The plaintiff adduced evidence by examining Mr.Binish R. Panicker, Manager-Administration, as PW1. 24 documents were exhibited through PW1 as Exs. P1 to P24. PW1 was cross-examined by learned counsel for the defendants. In course of such cross-examination, the witness was confronted with 7 documents that were marked as Exs. D1-D7. The defendants adduced evidence by examining Mr. N.Murali as DW1. 27 documents were exhibited through DW1 as Exs. D8 to D34. DW1 was cross-examined by learned counsel for the plaintiff.



### **Counsel and their contentions**

12. Oral arguments on behalf of the plaintiff were advanced by Mr. A.K. Sriram, learned senior counsel. Oral arguments on behalf of the defendants were advanced by Mr. P.S. Raman, learned senior counsel, assisted by Mr. Ramesh, learned counsel. Both parties filed written arguments.

13. Learned senior counsel for the plaintiff commenced his submissions by stating that the plaintiff is the registered proprietor of the trademarks set out at paragraph 7 of the plaint. He next submitted that the defendants operated restaurants under the name and style of “SANGEETHA” as franchisees of the plaintiff, and also referred to the franchise agreements exhibited as Exs. D7 and D8. By referring to minutes of meetings held on 08.03.2022 and 19.04.2022 (Exs. D1 and D3), he contended that the defendants decided to set up restaurants under the deceptively similar name “GEETHAM” in breach of the terms and conditions of the franchise agreements. With specific reference to email of 27.05.2022 (Ex. D4), learned senior counsel pointed out that the defendants were put on notice about the terms of the franchise agreements, including the stipulation that the franchisee acknowledges the validity and enforceability of the franchisor’s trademarks SANGEETHA/ SANGEETHA VEG. RESTAURANTS and variations thereof. He also pointed out that it is recorded therein that the franchisee would not, through representatives or third parties,



use, authorise or register any intellectual property related to the trademarks “SANGEETHA”/ “SANGEETHA VEG. RESTAURANT”. In breach of such

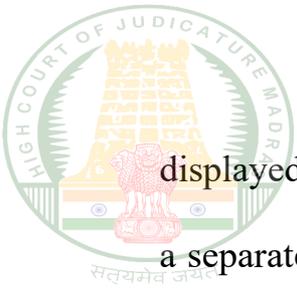
obligations, he submitted that the defendants opened and operated restaurants under the name “GEETHAM” from 01.06.2022. He also pointed out that the defendants applied for registration of the mark “SANGEETHAM” on 13.05.2022, but subsequently withdrew the applications. After pointing out that an interim injunction was granted by learned Single Judge on 22.09.2023, he also submitted that the said interim order was modified by the Division Bench on 02.11.2023.

14. Learned senior counsel thereafter referred to the cross-examination of DW1. He referred to the admission by DW1 in his replies to Question (Q) Nos. 7 and 8 that he was aware in 2008 that “SANGEETHA” was very well-known and, therefore, wanted to be a franchisee. He also referred to the answers (A) to Q Nos.19 to 22 relating to the increase in the annual turnover and profits of the defendants after the franchise agreements were entered into. By referring to the A to Q No.35, learned senior counsel submitted that it is evident that the annual turnover increased from Rs.7 to 8 crore (before the franchise agreements were entered into) to more than Rs.100 crore thereafter. By referring to Q & A Nos. 90 to 101, he submitted that it is evident from the answers of DW1 that efforts were made to mislead the public and potential consumers that everything



remains the same except the change of name from “SANGEETHA” to “GEETHAM”. He also pointed out that the defendants did not inform the plaintiff about the new name until 31.05.2022. By referring to the answer to Q No.138 of DW1, learned senior counsel submitted that DW1 agreed that the Chartered Accountant, who issued the certificate relating to turnover and profits, was not examined.

15. As evidence of actual confusion or deception, he referred to the answer of DW1 to Q No.150. He also referred to the admission by DW1 in response to Q No.207 that some of the advertisements referred to in Ex. P14 were displayed in the restaurants of the defendants. By also referring to Q & A Nos. 244 to 252, learned senior counsel pointed out that DW1 admitted that the colour combination in use between 16.02.2022 and 02.11.2023 by the defendants was the same colour combination that was used by the plaintiff in their marks. In particular, he pointed out that the witness admitted that the word “SANGEETHA” in the plaintiff’s trademark was in red colour and the word “VEG” in green colour; and similarly, in the defendants’ mark, the word “GEETHAM” was in red and the word “VEG” in green. As further evidence of confusion and deception, learned senior counsel focussed on Q & A No.252 to show that the google search done on the iPad for SANGEETHA restaurants during the cross-examination resulted in the restaurants of the defendant being



displayed. In view of the above evidence, learned senior counsel submitted that a separate issue should be framed as to whether the adoption by the defendants was dishonest.

16. Learned senior counsel concluded his submissions by stating that the plaintiff's goodwill and reputation are evidenced by Ex. P21, P24 and Ex. P8 (the awards granted to the plaintiff).

17. In response, preliminary submissions were made by Mr. Ramesh. By referring to the email of 14.02.2022 (Ex. D10), he pointed out that the defendants requested the plaintiff to accede to the request for change of location of the Medavakkam Branch in view of the CMRL work impeding the functioning of the restaurant. After referring to the minutes of meeting on 08.03.2022, he pointed out that Mr.Suresh, who is a partner of the plaintiff, was a Director of the first defendant until 31.05.2022 and remains a shareholder of the said entity.

18. Mr.Raman continued submissions on behalf of the defendants by referring to Exs. D1 to D4 as proof of the breakdown of the relationship between the parties. As regards Ex. P24, he submitted that it relates to old reviews. He also submitted that the defendants cannot be held liable for the

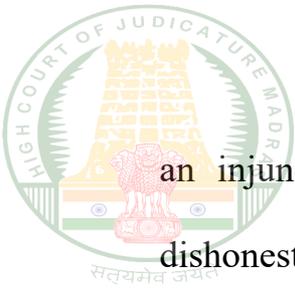


Times of India report (Ex. P14). In this regard, he referred to the clarification of the defendants on 04.06.2022 (Ex. D16). Pursuant to the judgment of the

Division Bench disposing of the appeals against the interlocutory orders, learned senior counsel submitted that half page advertisements were carried in the Times of India and the New Indian Express clarifying to the public that “GEETHAM” is not connected in any way to “SANGEETHA”.

19. After such clarification, learned senior counsel contended that there is no likelihood of deception or confusion in the minds of the public. In this regard, he also submitted that the marks “SANGEETHA” and “SANGEETHA VEG. RESTAURANT” are not invented or abstract marks. He also referred to various restaurants operating under the mark “SANGEETHA” or variations thereof.

20. By way of rejoinder, Mr.Sriram first dealt with the plea of laches and acquiescence. After pointing out that the defendants commenced business under the mark “GEETHAM” on 01.06.2022, he pointed out that opposition proceedings were initiated on 27.06.2022 and that the suit was filed in May 2023 after issuing a cease-and-desist notice in January 2023. By referring to the judgment of the Hon'ble Supreme Court in *Midas Hygiene Industries (P) Ltd v. Sudhir Bhatia and Ors.*, (2004) 3 SCC 90, learned senior counsel submitted that



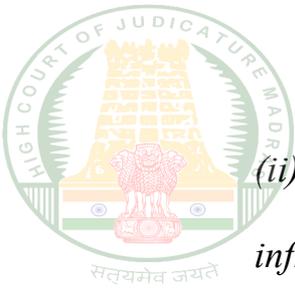
an injunction should follow because the adoption by the defendants was dishonest. As regards the alleged turnover of the defendants, he pointed out that the Chartered Accountant was not examined and that the certificate cannot be relied upon. After referring to the cross-examination of DW1 in respect of likelihood of confusion, he submitted that Exs. P14 to P16 read with Q & A Nos. 220 to 222, 244 to 248 and 251 to 253 establish actual deception or confusion and not merely likelihood of confusion or deception. He also referred to the undertaking affidavit as evidence that the defendants admitted that the original mark of the defendants was deceptively similar. Learned senior counsel also referred to the judgment in *Shree Nath Heritage Liquor Pvt Ltd. v. Allied Blender & Distillers Pvt Ltd., 2015 SCC Online Del 10164*, regarding the principles for assessment of deceptive similarity. He concluded his submissions by stating that Exs. D1 to D6 are related to the franchise agreements and not infringement or passing off.

### **Discussion, analysis and conclusions**

21. Upon considering the pleadings, documents and contentions, it is evident that additional issues are required to be framed and answered.

Therefore, the following additional issues are framed:

- (i) *Whether the defendants' trademarks are deceptively similar to those of the plaintiff?*



*(ii) Whether the plaintiff is entitled to relief in respect of infringement?*

*(iii) Whether the plaintiff is entitled to relief in respect of passing off while the original trade dress of the defendants was adopted and used and whether such adoption and use was dishonest?*

*(iv) Whether the modified trade dress of the defendants is deceptively similar to the plaintiff's trade dress?*

*(v) Whether the plaintiff is entitled to relief in respect of passing off after the defendants' trade dress was modified and public notices were issued?*

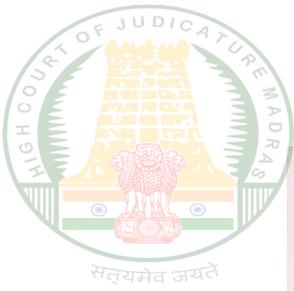
**Additional Issues (i) and (ii) and original Issues (i) and (ii)**

22. The legal use and registration certificates for the word and device marks of the plaintiff are exhibited collectively as Ex. P3. It is noticeable that the word "SANGEETHA" on standalone basis has not been registered. There are multiple registrations such as "SVR SANGEETHA", "SANGEETHA along with device of veena", "SANGEETHA VEG Restaurant", "SANGEETHA VEG EXPRESS" and "APOORVA SANGEETHA". The registered trade marks along with particulars relating thereto are scanned and reproduced below:



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Sl.No.	Appln/Reg No.	Title	Class	Date of Application	Registered and Valid till
1.	1441847	 <i>Sangeetha</i>	29	31/03/2006	31/03/2026
2.	1441848	 <i>Sangeetha</i>	30	31/03/2006	31/03/2026
3.	1441849	 <i>Sangeetha</i>	42	31/03/2006	31/03/2026
4.	1441850	 <b>Sangeetha</b>	29	31/03/2006	31/03/2026
5.	1441851	 <b>Sangeetha</b>	30	31/03/2006	31/03/2026
6.	1441852	 <b>Sangeetha</b>	32	31/03/2006	31/03/2026
7.	1441853	 <b>Sangeetha</b>	33	31/03/2006	31/03/2026
8.	1441854	 <b>Sangeetha</b>	42	31/03/2006	31/03/2026



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9.	1464536	 <i>Sangeetha Veg. Restaurant</i>	42	23/06/2006	23/06/2026
10	1464537	 <i>Sangeetha Veg. Restaurant</i>	42	23/06/2006	23/06/2026
11	4877036		30	24/02/2021	
12	4877037		43	24/02/2021	24/02/2031
13	4877038		30	24/02/2021	24/02/2031
14	4877039		43	24/02/2021	24/02/2031
15	986478		32	29/01/2001	29/01/2031
16	986480		16	29/01/2001	29/01/2031



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17	986481	 SVR Sangeetha 33	29/01/2001	29/01/2031
18	986482	 SVR Sangeetha 30	29/01/2001	29/01/2031
19	986479	 SVR Sangeetha 29	29/01/2001	29/01/2031
20	1177647	 S Sangeetha 16	24/02/2003	24/02/2003

23. PW1 was questioned on the type and nature of the plaintiff's marks during cross-examination. Q&A Nos. 76-79 are set out below:

*“Q76: Ex. P3 is shown to the witness. Is the trademark registration of the plaintiff in this registration, you have filed SVR Sangeetha and Sangeetha with device mark veena?”*

*A: Yes. Both are there.*

*Q77: The whole trademarks registration certificate depicts SVR in oval shape Sangeetha and veena in S as device mark there is no stand alone Sangeetha as a mark depicted.*

*A: The word mark Sangeetha also there.*

*Q78: Ex. P6 is shown to the witness. Ex. P6 also mainly shows the certificate registration SVR Sangeetha. Is it correct?”*



*A: Yes. Whole Sangeetha trademark is also there.*

*Q79: Ex. P7 is shown to the witness. Ex. P7 copyright extracts also contains SVR Sangeetha with veena logo.*

*A: SVR Sangeetha and Veena Sangeetha separately available.”*

24. Deceptive similarity is required to be determined by examining the rival marks as a whole from the perspective of a consumer of average intelligence and imperfect recollection. Having considered the plaintiff's marks, I, therefore, turn to the defendants' marks. The registered device marks of the defendants, which stand in the name of GVR Foods Pvt. Ltd., are set out below (Exs. D13-D14):

Ex.D13 – Trademark No.5464731



Ex.D14 – Trademark No.5464732





25. The defendants have also applied for registration of both word and device marks such as “GEETHAM with a device of a musical note”, “GEETHAM VEG RESTAURANT”, “GEETHAM SWEETS AND SAVOURIES”. The plaintiff has lodged opposition proceedings in relation thereto, and such proceedings are pending.

26. PW1 was asked as to how the plaintiff’s and defendants’ marks are phonetically or visually similar, and he answered as under:

*“Q90: Can you tell this Hon’ble Court how the mark SVR Sangeetha with device mark veena in S similar to Geetham phonetically and visually?”*

*A: The words Geetham is taken from the word Sangeetha.”*

While deceptive similarity is required to be determined by the Court and not by a witness, the above answer provides an indication of the basis of the plaintiff’s assertion of deceptive similarity. Put differently, the plaintiff is of the view that “GEETHAM” is derived from “SANGEETHA” and, therefore, deceptively similar. As noticed earlier, the plaintiff does not have a registration for the word mark “SANGEETHA” on standalone basis. Even the word marks of the plaintiff, such as “SVR SANGEETHA”, are composite marks consisting of at least two elements.



27. The plaintiff's marks use a common Indian name, "SANGEETHA", as arguably a prominent feature. The marks are, however, not descriptive of the business or the nature, quality or characteristics thereof. The user claim is from the year 1990 as regards "SVR SANGEETHA". Given the length of use and the popularity as evidenced *inter alia* by Exs. P21 and P8, at a minimum, there is acquired distinctiveness in relation to the restaurant business. This is buttressed by the following responses of DW1 to Q Nos. 7&8:

*"Q7: In 2008 you were aware that Sangeetha was well known had many branches and a good name in the restaurant business.*

*A: Yes.*

*Q8: Therefore you wanted to be a franchisee under Sangeetha?*

*A: Yes."*

28. Because the plaintiff's restaurants are referred to by the public as "Sangeetha" and not as "SVR Sangeetha" or "Sangeetha Express", even while posing and answering questions, the restaurants of the plaintiff were referred to in that manner. Considering all of the above, I am inclined to proceed on the basis that the element "Sangeetha" in the plaintiff's composite marks could be considered as a prominent feature.

29. In light of the name "Geetham" being common, PW1 faced the following questions:



*“Q95: Are you also aware there are approximately 7 restaurants operating in Chennai in the name of Geetha or Geetham and the oldest being Geetha Cafe in T. Nagar from the year 1970?*

*A: I do not know.*

*Q96: Have you filed any cases or opposed any of the trademarks both Sangeetha as well as Geetha/Geetham restaurant operating in Chennai till date as according to you they are similar to your mark?*

*A: Only against this defendant.*

*Q97: Sangeetha was started in which year?*

*A: in the year 1985.*

*Q98: Did Geetha Cafe in T. Nagar which came into operation from year 1970, they filed case against you?*

*A: I do not know.”*

30. In the plaint at paragraph 28, the plaintiff has provided a comparison of the rival marks. Even if a comparison is made from the perspective that “Sangeetha” is the prominent feature of the plaintiff’s composite marks, I am unable to conclude that the defendants’ marks are deceptively similar to the plaintiff’s. As a corollary, the action for infringement and remedies relating thereto are rejected. Because of the rejection of the infringement action, the relief of mandatory injunction, being consequential, directing removal of the trade name, domain name and the like is also liable to be and is hereby rejected. These issues are, therefore, decided in favour of the defendants.



**Additional issue (iii): *Whether the plaintiff is entitled to relief in respect of passing off while the original trade dress of the defendants was adopted and used and whether such adoption and use was dishonest?***

31. The agreed position is that the defendants were franchisees of the plaintiff or the plaintiff's predecessor from June 2011 to 31.05.2022. At paragraph 11 of the plaint, the plaintiff has set out details of franchise agreements entered into by and between the plaintiff and one or the other of the defendants. These franchise agreements have been collectively exhibited as Exs. D6 & 7. One of these agreements pertained to a restaurant in Medavakkam. On perusal of email dated 14.02.2022 (Ex. D10) relating thereto, it appears that the defendants requested the plaintiff for permission to shift the Medavakkam restaurant from the then location to a new location on account of the CMRL line work. The minutes of meeting held on 08.03.2022 (Ex. D1) reveals that this request was not accepted by the plaintiff. Furthermore, it was also recorded therein that the representative of the defendants, at the meeting, expressed the intention of the defendants to start a new unit at Medavakkam on their own. The minutes also record that it was made clear that if a new unit were to be started, the defendants have to surrender the SANGEETHA franchises for all units. The said minutes further record that a discussion would be held with other investors



in those units and that they would get back with the final outcome and plan of action.

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32. A subsequent meeting appears to have been held on 19.04.2022 (Ex. D3). The date of closure of all the franchise units by the defendants was mutually agreed to be 31.05.2022 at the said meeting. The units at Velacherry, Medavakkam, OMR, T.Nagar, TCS and Navalur are referred to therein. This was followed by communication dated 27.05.2022 from the plaintiff to the defendants (Ex. D4). In this communication, it was recorded that the recipients are notified about the termination of franchises on 31.05.2022. The franchisees were further reminded of the terms and conditions incorporated in the franchise agreements by reproducing the same therein.

33. The terms reproduced in Ex. D4 included the following material terms and conditions:

***“In this regard we would like to put you to notice of the following terms of the Franchise Agreement signed by and between the Parties:***

*4. The Franchisee shall not use, after the termination of the Franchisee agreement and from the effective date i.e. 1st June, 2022, the Trademark, Trade name, signboard, packing materials, menu card, or any other materials which have the Trademark, trade name of the Franchisor, and, further agrees to immediately*



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*withdraw from circulation all articles or objects or such other things exhibiting the said trademarks. The Franchisees will hand over all the Menu cards, Name/Signboard, packing materials, carry bags, visiting cards, or other documents and also vehicles belonging to and related to the Franchisor and with the name Sangeetha/Sangeetha Veg Restaurants and variations thereof.*

5. *The Franchisee agrees to provide the Franchisor the customer database and portfolio of the customer base in electronically readable formats.*

6. *The Franchisee and its representatives recognize and acknowledge the validity and enforceability of, and the Franchisor's ownership of all exclusive rights, titles, and interest in the trade name/ trading style and trademark Sangeetha/Sangeetha veg Restaurants and variations thereof. The Franchisee further agrees not to challenge such validity, enforceability, or ownership and will not act in order to defame the brand and Trademark of the Franchisor, Sangeetha/Sangeetha Restaurants, and other variations and the reputation and goodwill accrued thereon.*

10. *The Franchisee in its name or in the name of the Directors, or through other third party representation shall not use, authorize use or seek registration of the **Brand name Trademark Sangeetha or any other variations which are similar or confusingly or deceptively similar to the brand name of the Franchisor.***

11. *The Franchisees or its representatives or through third parties will not use, authorize or file or register any Intellectual Property related to the brand/mark Sangeetha/Sangeetha veg Restaurants.”*

(emphasis added)



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34. Although the franchise agreements contained a non-compete clause, such clause was not referred to by the plaintiff in Ex. D4. PW1 was questioned about this in course of cross-examination as under:

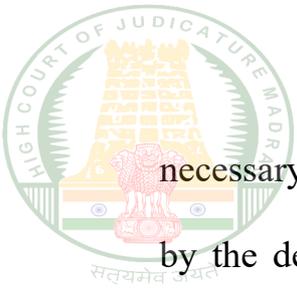
*“Q32: I put it to you that by this minutes of meeting you wanted me to comply specifically 12 clauses recorded therein since in the minutes of meeting held on 08.03.2022 when the defendants expressed their intention to start their own, you have ask then only to surrender all the franchisee and did not speak a word restraining them or asking them that they should not continue or open restaurant.*

*A: It was mentioned in Ex. D1*

*Q33: Ex.D1 is shown to the witness. Please tell the Court where you have stated in the 08.03.2022 referred by you that the defendant should not start restaurant business?*

*A: When RSM expressed their intention to start a new unit at Medavakkam on their own, it was made very clear that if a new unit is to be started, they have to surrender the Sangeetha franchise from all units including RSM, Rasnam and Prasnam wherein they are directors. That is the meaning.”*

Thus, there are indications in the documentary and oral evidence that the plaintiff did not refer to or seek enforcement of the non-compete obligations in the franchise agreements when informed of the defendants’ intention to start an independent unit. For purposes of adjudicating this suit, it is, however, neither



necessary nor appropriate to determine whether the establishment of restaurants by the defendants thereafter was in breach of obligations under the franchise agreements. Those agreements provide for a separate dispute resolution mechanism, which may be resorted to for those purposes. With these observations, I, therefore, return to the core issue of passing off, including by use of trade dress.

35. The email of 31.05.2022 in response to Ex. D4 is exhibited as Ex. D6. Significantly, with regard to the obligation to recognise and acknowledge the validity of the franchisor's/plaintiff's trademark and the obligation not to use, authorise or file or register any intellectual property related to the mark SANGEETHA and SANGEETHA VEG RESTAURANT, the defendants stated as under:

*“In respect with the point number 6, we assure you the same without prejudice to our rights.”*

*“In respect with the point number 10 and 11, we assure you that **no such actions will be initiated by us.**”*

(emphasis added)

36. Thereafter, from 01.06.2022, the defendants admittedly started operating their own restaurants at the premises from where they were running franchisee units earlier. Such restaurants operated under the name



“GEETHAM”. DW1 was questioned about the brand value of “GEETHAM”, at that juncture, and he replied as under:

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*“ Q80: As on 01.06.2022 there was no brand value and goodwill attached with the term Geetham?*

*A: Yes. ”*

Apart from applying for registration of various marks containing the element “GEETHAM”, the defendants also applied for registration of the mark “SANGEETHAM” before subsequently withdrawing such application. DW1 was asked *inter alia* the following questions on this issue:

*“Q253: A trademark application was made in the name of Sangeetham in May 2022. Is it correct?*

*A: Yes.*

*Q254: This was opposed by the plaintiff before the trademark registry. Is it not?*

*A: Yes.*

*Q255: From June 2022 till January 2023 you did not withdraw the trademark application for Sangeetham. Is it not?*

*A: Yes. ”*

37. The plaintiff also referred to several news reports that were published around that time. These news reports have been marked as Ex. P14. A news report in the Times of India issue dated 2<sup>nd</sup> June 2022 was carried under the title "FIVE SANGEETHA VEG FRANCHISEES TO BE CALLED GEETHAM".



The article quotes Mr.Murali N.Bhat having stated as under:

*"Geetham is a favourite and familiar restaurant chain, but with a new name, some innovations and an expanding vision. Affordability, hygienic preparation and excellent taste are some of the cornerstones of what we offer".*

An article dated 08.06.2022 has also been included wherein Mr. Murali N. Bhat stated that *"Only the name has changed. Everything else remains the same".*

The said article also quotes him as stating the following:

*"We have a loyal customer base, for whom the ambience and taste will be the same."*

38. DW1 was questioned regarding the trade dress. In reply to Q Nos. 244 to 248, he replied as under:

*"Q.244: From 01.06.2022 the colour combination used by the defendant in their marks was the same as the colour combination used by the plaintiff in their marks. Is it not?"*

*A: Its a common colour, we have used.*

*245: The font and style of the defendants marks were the same as the font and style of the plaintiffs marks. Is it not?"*

*A: No.*

*Q246: In the plaintiff trademark the name is in red colour and the veg is in green colour. Is it not?"*

*A: Yes. SVR also in green colour.*



*Q247: From 01.06.2022 the word Geetham was in red and the word veg was in green. Is it not?*

*A: Veg as well as leafs also green.*

*Q248: The other part of leafs is red. Is it correct?*

*A: Yes.”*

39. In clauses 10 and 11 of the franchise agreements, the defendants agreed not to directly or indirectly use, authorise, or file or register any intellectual property related to the marks SANGEETHA / SANGEETHA VEG. RESTAURANT or any marks deceptively or confusingly similar thereto. Ordinarily, actions for infringement or passing off are not dependent on contractual obligations. The contractual obligation in this case is not to use the plaintiff's marks or any other marks deceptively or confusingly similar. In order to sustain an action for passing off, there should be misrepresentation and such misrepresentation should cause loss to the plaintiff by injuring reputation and goodwill. These factors are referred to as the classical trinity. The elements of goodwill and reputation stand established in this case by the past relationship of franchisor-franchisee. It is also worth recalling the answers of DW1 to Q&A Nos. 7 and 8 in this regard. The key question is whether there was misrepresentation to the relevant section of the public, i.e. whether there was a holding out that “GEETHAM” was an avatar of “SANGEETHA”. Unlike an action for infringement, which turns entirely on deceptive similarity of marks



and similarity of businesses subject to prior use requirements, in an action for passing off, the background set out above and the trade dresses assume considerable significance.

40. The nature of an action for passing off in comparison to an action for infringement was examined by the Supreme Court in *S. Syed Mohideen v. P. Sulochana Bai*, 2015 SCC OnLine SC 1084, wherein it was held as under:

*“32.Thirdly, it is also recognised principle in common law jurisdiction that passing off right is broader remedy than that of infringement. This is due to the reason that the passing off doctrine operates on the general principle that no person is entitled to represent his or her business as business of other person. The said action in deceit is maintainable for diverse reasons other than that of registered rights which are allocated rights under the Act. The authorities of other common law jurisdictions like England more specifically Kerly's Law of Trade Marks and Trade Names, 14th Edn., Thomson, Sweet & Maxwell South Asian Edition recognises the principle that where trade mark action fails, passing off action may still succeed on the same evidence. This has been explained by the learned author by observing the following:*

*“15-033. A claimant may fail to make out a case of infringement of a trade mark for various reasons and may yet show that by imitating the mark claimed as a trade mark, or otherwise, the*



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*defendant has done what is calculated to pass off his goods as those of the claimant. A claim in 'passing off' has generally been added as a second string to actions for infringement, and has on occasion succeeded where the claim for infringement has failed."*

41. At the time of institution of the suit, the rival trade dresses were as under:

Plaintiff's trade dress



Defendant's trade dress



When the rival trade dresses are compared, it appears that from 01.06.2022 to 02.11.2023, the defendants' trade dress consisted of the word GEETHAM written in red colour and the word VEG written in green colour. This was identical to the colour scheme of the plaintiff, which consisted of the word SANGEETHA written in red and the word VEG written in green. This has to be viewed in context by taking into account *inter alia* the following: the defendants had operated as franchisees of the plaintiff for a long time; the defendants

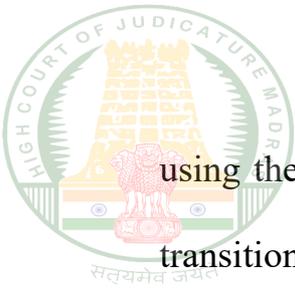


continued to operate from the same premises after the termination of the franchise agreements; articles were published in newspapers indicating that except for the change in name, everything remained the same.

42. Until modified pursuant to the judgment dated 02.11.2023 of the Division Bench, in my view, when seen in context, the trade dress of the defendants was deceptively similar to that of the plaintiff. I conclude further that the adoption of a deceptively similar trade dress was made with a view to convince customers that SANGEETHA had metamorphosed into GEETHAM. Thus, on considering the evidence holistically, I hold that passing off from 01.06.2022 to 02.11.2023 stands established. Additional issue (iii) is, therefore, decided in favour of the plaintiff.

**Remedies for the period 01.06.2022 to 02.11.2023 [Original issues (i),(iii) and (v)]**

43. As a consequence of the above finding, the plaintiff is entitled to injunctive relief restraining use of the trade dress adopted between 01.06.2022 and 02.11.2023 by the defendants. Consequential remedies by way of rendition of accounts and payment of damages fall for consideration next. Especially when viewed in the context of the defendants continuing to operate the erstwhile SANGEETHA outlets from the same premises since 01.06.2022 by



using the above trade dress, the defendants were able to build the business by transitioning the customers of the erstwhile SANGEETHA restaurants to the new GEETHAM outlets functioning from the same premises.

44. At that juncture, six outlets were operated at Velacherry, Medavakkam, OMR, T.Nagar, TCS and Navalur. DW1 was called upon to disclose the turnover and profits from these restaurants when the franchise agreements were in force, and his answers were as follows:

*“ Q21: In the year 2021 what was the approximate annual turnover for the D1 to D4?*

*A: Around Rs.110 crores*

*Q22: Out of this turnover of Rs.110 crores, what will be the approximate profit?*

*A: Around Rs. 4 crores to Rs.4.5 crores.”*

As regards these restaurants, the defendants are liable to render accounts. If the franchise agreements had not been terminated, the defendants would have been required to pay royalty to the plaintiff. These franchise agreements are exhibited as Exs. D7 and D8. They provide for payment of royalty of about 5% of gross revenue.

45. DW1 was also asked about the monthly royalty liability during the franchise period and his response was as under:



*“Q65: On an average per month what was the royalty paid to the plaintiff upto 31.05.2022?*

*A: On an average it is Rs.45 lakhs to 55 lakhs, all put together per month.”*

Apart from earning royalty in the region mentioned above, during the life of the franchise agreements, customers of the franchisee outlets could be considered as customers of the Sangeetha chain of restaurants, whereas they could no longer be considered in that manner from 01.06.2022. Given that this benefit was derived by adopting a deceptively similar trade dress, I hold that the defendants are liable to pay the plaintiff the entire profits derived during this period. The above issues are disposed of on these terms.

**Whether the modified trade dress of the defendants is deceptively similar to the plaintiff’s trade dress and whether the plaintiff is entitled to relief in respect of passing off from 02.11.2023? [original issues (i), (iii) and (v) (regarding modified trade dress) and additional issues (iv) and (v)]**

46. With effect from 02.11.2023, the defendants altered their trade dress pursuant to the judgment of the Division Bench. An affidavit of undertaking was filed by the defendants in this regard. The operative paragraph of the affidavit of undertaking is set out below:



*“4. I submit that without prejudice to the above contention, despite the impermissible actions of the Respondent, in order to prevent any possibility of confusion between the Appellants' logo and that of the Respondent, the Appellants are willing to change to the colour scheme of their logo and also take out a prominent advertisement in English and Tamil newspapers declaring that the Appellants' restaurants in Chennai have no connection with SVR Sangeetha, the registered trademark of the Respondent herein.”*

47. Based on this affidavit of undertaking, the Division Bench directed the defendants to adopt a different colour scheme and modify the font for the word GEETHAM by using the uppercase. The operative paragraph of the Division Bench judgment is set out below:

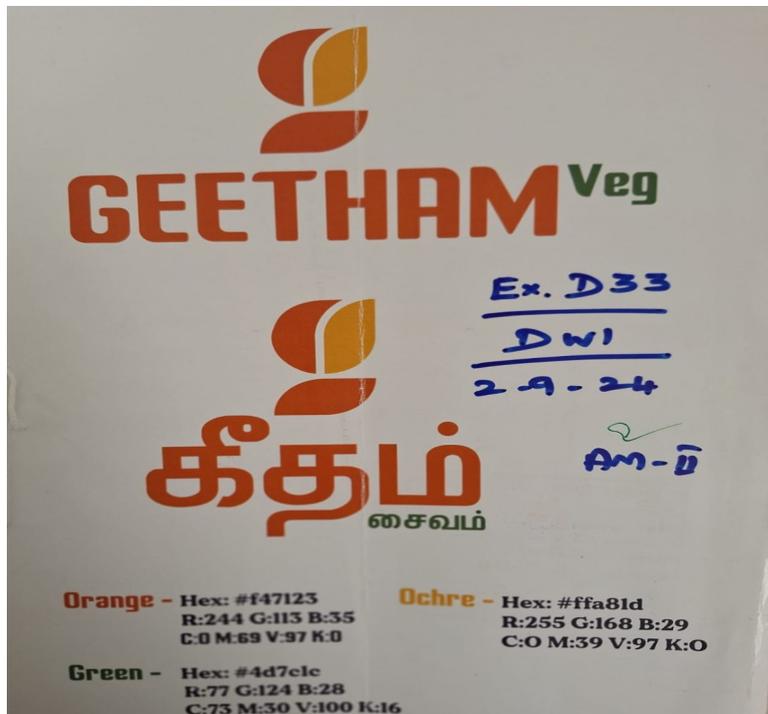
*“17. We have considered the submissions made on behalf of both sides and pursued the material records of the case. 'Sangeetha' and 'geetham' are not coined marks but are common words having dictionary meanings and common names of persons pan-India. In this context whether the plaintiff being the registered proprietor of the mark 'Sangeetha' will be entitled to seek for prohibition of the use of the word 'geetham' per se has to be determined in the suit after trial. Whether the defendants genuinely adopted the mark 'geetham' merely inspired by their erstwhile franchise or with a dishonest intention of capitalising on the goodwill and reputation of the plaintiff can also be established in the trial. In the meanwhile, the distinctiveness of the plaintiff's mark cannot be permitted to be diluted and the plaintiff's goodwill and reputation*

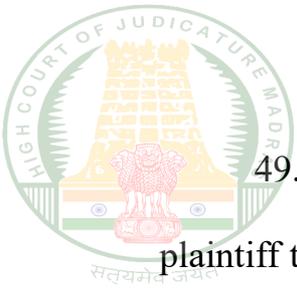


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*cannot be encashed by creating confusion. Therefore, if the defendants avoid the similarity of colour. scheme and get up in their device and mark, namely green and red/maroon combination and adopt a dissimilar colour scheme and if the letters of the mark 'geetham' is switched over to upper case which will be dissimilar to that of the style of letters in the plaintiff's mark 'Sangeetha', the same would pass muster of the test as posed in paragraph 13 above on behalf of the plaintiff and approved by us supra."*

48. The modified trade dress of the defendants (Ex. D33) consists of the word "GEETHAM" in upper case in orange, the word "veg" in lower case in green and the leaves device in a combination of orange and ochre. The same is set out below:





49. Notwithstanding this change, it was contended on behalf of the plaintiff that likelihood of, and actual, confusion and deception persist. Reliance was placed on Ex. P24, which contains online reviews of the defendants' restaurants. During cross-examination of DW1 on 15.10.2024, *inter alia*, the following was recorded:

*“ Q148: Please see another review dated 14.06.2022, which says Sangeetha Restaurant is always one my favourite restaurant.*

*A: Yes.*

*Q150: In the 1<sup>st</sup> page of Ex. P24 the review by Nivetha Srinivasan is one year ago. Is it correct?*

*A: she has said “Absolutely loved it. Great location, incredible food. It is the best Sangeetha outlet I have visited so far....”*

50. The reviews on 14.06.2022 relate to the period shortly following the establishment of the defendants' "GEETHAM" restaurants. I have already held that the defendants are liable in respect of this period. Even the review in October 2023 is prior to the change in trade dress and the advertisements. Mr. Sriram, however, also referred to the Google search on an iPad during cross-examination. I set out below Q&A 252:

*“Q252: Please see the Google search done now in an Ipad. In which the Velachery branch, the Ashok Nagar branch, the Thorapakkam branch are displayed in the results.*

*A: Yes, the Sangeetha would have updated wrongly.”*



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In my view, a finding of deceptive similarity or passing off cannot be drawn on the basis of Google search results. Judicial notice is taken of the fact that Google searches often elicit both information searched for and information related thereto. Indeed, it should be borne in mind that mere possibility of deception or confusion is insufficient because the applicable standard is likelihood of deception or confusion.

51. Adopting such standard, on comparing Ex. D33 with the plaintiff's mark, I find that a consumer of average intelligence and imperfect recollection is not likely to be deceived or confused. This should also be viewed in the context of the advertisements placed by the defendants in the Times of India and New Indian Express. A scanned copy of such advertisement (Ex. D31) is reproduced below:





Therefore, I conclude that the defendants' modified trade dress is not deceptively similar to that of the plaintiff. Consequently, I conclude further that the defendants did not hold out to the relevant section of the public after 02.11.2023 that they were running "SANGEETHA" restaurants. As a result, the plaintiff is not entitled to remedies for passing off for the period after 02.11.2023. All the above issues are disposed of on these terms in favour of the defendants.

#### **Costs (Original issues 4 and 6)**

52. The plaintiff succeeded partly with regard to the period between 01.06.2022 and 02.11.2023. Therefore, the plaintiff is entitled to proportionate costs. In the aggregate, the defendants are directed to pay a sum of Rs.10,00,000/- as costs towards court fees, lawyer's fees and other expenses.

53. In the result, the suit is partly decreed as under:

(i) Granting a permanent injunction restraining the defendants, their directors, partners, servants, assignees or agents from using the following trade dresses:





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C.S(COMM DIV) No. 116 of 20



(ii) Directing the defendants to provide a true and proper statement of account of revenue earned by operating restaurants under the trading name “GEETHAM” between 01.06.2022 and 02.11.2023 and pay the profits earned for such period to the plaintiff.

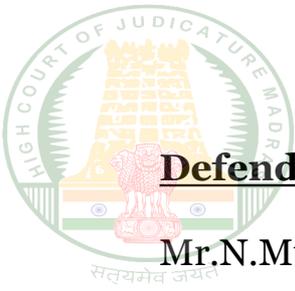
(iii) Directing the defendants to pay costs of Rs.10,00,000/- to the plaintiff towards court fees, lawyer’s fees and expenses.

**25-03-2026**

Index:Yes/No  
Speaking/Non-speaking order  
Internet:Yes  
Neutral Citation:Yes/No  
KAL

**Plaintiff’s witness:**

Mr.Binish R. Panicker - P.W.1

**Defendants' witness:**

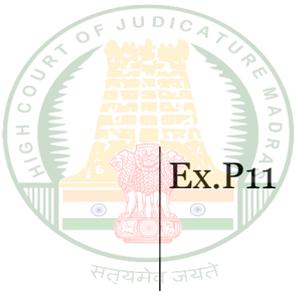
Mr.N.Murali

- D.W.1

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**Documents exhibited by the plaintiff:**

Exhibits	Description
Ex.P1	The original letter of authorisation - plaintiff dated 27.04.2023.
Ex.P2	The the original letter of authorisation - plaintiff dated 27.04.2023.
Ex.P3	The certified copy of certificate of registration of trademarks (LIC) from 2002.
Ex.P4	The online copy of name change application filed by plaintiff dated 04.04.2023. (Affidavit under Section 65 B of the Indian Evidence Act filed and recorded)
Ex.P5	The photocopy of assignment deeds dated 28.06.2006 executed in favour of plaintiff. (Subject to proof and relevancy)
Ex.P6	The online copy of trademark certificates issued by Foreign TM registry from 22.092005. (Affidavit under Section 65 B of the Indian Evidence Act filed and recorded)
Ex.P7	The photocopy of copyright certificates along with assignment deed dated 16.01.2004.
Ex.P8	The online copy of materials relating plaintiff restaurant business. (Affidavit under Section 65 B of the Indian Evidence Act filed and recorded)
Ex.P9	The photocopy of audited statement of accounts of franchise outlets- plaintiff.
Ex.P10	The online extracts from plaintiff website and mobile application. (Affidavit under Section 65 B of the Indian Evidence Act filed and recorded)



Ex.P11

The E-mail sent by Mr.P.Suresh to the 1<sup>st</sup> defendant along with letter of resignation dated 31.05.2022. (Affidavit under Section 65 B of the Indian Evidence Act filed and recorded)

Ex.P12

The online minutes of Board meeting dated 16.05.2022 of the 1<sup>st</sup> defendant. (Affidavit under Section 65 B of the Indian Evidence Act filed and recorded)

Ex.P13

The photocopy of trademark application filed by the defendant.

Ex.P14

The online copy of promotional material and advertisements issued by the defendant. (Affidavit under Section 65 B of the Indian Evidence Act filed and recorded)

Ex.P15

The photocopy assignment deed dated 01.06.2022 executed by the 5<sup>th</sup> defendant in favour of 1<sup>st</sup> defendant.

Ex.P16

The photocopy of license agreements dated 31.05.2022 executed by the 1<sup>st</sup> defendant in favour of defendants 2 to 4.

Ex.P17

The office copy of objections filed by the plaintiff against the defendant's trademark application.

Ex.P18

The office copy of legal notice dated 10.01.2023 issued by the plaintiff's counsel.

Ex.P19

The photocopy of reply notice dated 24.01.2023 issued by the defendant's counsel.

Ex.P20

The office copy of rejoinder dated 06.03.2023 issued by the plaintiff's counsel.

Ex.P21

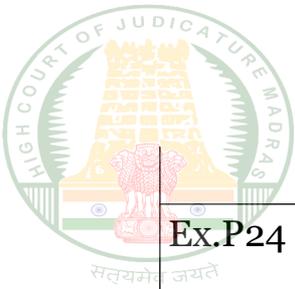
The online copy of Promotional and Marketing materials of the plaintiff. (Affidavit under Section 65 B of the Indian Evidence Act filed and recorded) (The plaintiff counsel admits that series of online reviews filed along with plaint document no.9 are not filed at present.)

Ex.P22

The online search information for Sangeetha Restaurant. (Affidavit under Section 65 B of the Indian Evidence Act filed and recorded)

Ex.P23

The online Social media and other Online Marketing Materials of the defendants business. (Affidavit under Section 65 B of the Indian Evidence Act filed and



recorded)

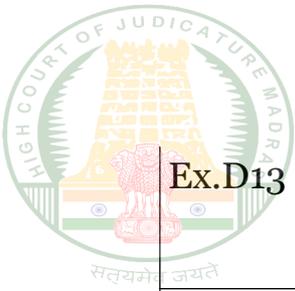
Ex.P24

The online reviews posted by public. (Affidavit under Section 65 B of the Indian Evidence Act filed and recorded)

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**Documents exhibited by the defendants:**

Exhibits	Description
Ex.D1	The Minutes of Meetings held by plaintiffs dated 08.03.2022.
Ex.D2	An email sent by the plaintiff to defendant on 08.04.2022.
Ex.D3	The Minutes of Meetings held by plaintiff on 19.04.2022.
Ex.D4	An email sent by the applicant to defendant on 27.05.2022.
Ex.D5	An email sent by Defendant No.5 to plaintiff on 11.04.2022.
Ex.D6	Email sent by defendant to plaintiffs on 31.05.2022 and reply by plaintiff on 01.06.2022.
Ex.D7	The franchise agreement (Nos.4) entered between the plaintiff and defendants.
Ex.D8	The original franchise agreement dated 20.11.2020.
Ex.D9	The photocopy of lease agreements (Nos.3) between the defendants and landlords dated 01.04.2022, 23.03.2022, 25.01.2013. (The counsel for the plaintiff side objected for marking this document)
Ex.D10	The Email dated 14.02.2022 sent to the plaintiff requesting the shifting of Medavakkam Branch due 10 on going CMRL.
Ex.D11	The Email dated 19.04.2022 sent by the plaintiff in respect of clarity to the minutes of meeting dated 19.04.2022.
Ex.D12	The minutes of meeting dated 16.05.2022 held at the plaintiff's office for the 1 <sup>st</sup> defendant company.



Ex.D13

The Trademark registration certificate dated 27.05.2022 for the device mark Geetham Veg Restaurant.

Ex.D14

The Trademark registration certificate dated 27.05.2022 of the Geetham Device mark under class 39 of the Trademarks Act

Ex.D15

The online order of trademark registry dated 21.02.2023 withdrawing the trademark Sangeetham.

Ex.D16

The online clarification issued by the plaintiff in Times of India news paper dated 04.06.2022 stating that Sangeetha Restaurant have not been re-branded.

Ex.D17

The online news paper The Hindu article dated 08.06.2022 updated on 10.06.2022 on the internet wherein you have stated your association with Sangeetha Veg Restaurants has now ended after about 13 years.

Ex.D18

The plaintiff's advertisement in Times of India dated 27.08.2023 depicting device mark D with veena Sangeetha's Desi Mane veg and device mark S with veena Sangeetha Veg Adyar.

Ex.D19

The screenshots dated 29.07.2023 of Sangeethaveg.com website showing the defendants Geetham outlet in ECR Mutukadu at 21. Jambo Odai Street as Sangeetha outlet.

Ex.D20

The online 1" opposition dated 27.07.2022 before the trademark registry filed by the plaintiff to your trademark application.

Ex.D21

These are the list of opposition filed by the plaintiff to your trademarks from 21.08.2022 to 11.11.2022 before the trademark registry. (The counsel for the plaintiff side objected for marking this document)

Ex.D22

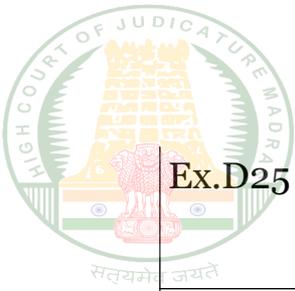
These are the original bills (Nos.47) from 01.06.2022 to 14.09.2023 of Geetham Veg Restaurant.

Ex.D23

These are the original advertisement report for brand awareness from the month of July 2022 to September 2022 and advertisements till April 2023.

Ex.D24

These are the original photographs (Nos.10) showing the signages of the plaintiff with the photograph bill dated 06.09.2023.



Ex.D25

The original chartered accountant certificate (Nos.4) dated 22.08.2023 in respect with the turn over DI to D4 companies.

Ex.D26

The original menu card of the defendants.

Ex.D27

The original menu card of the plaintiff depicting the device mark veena in S.

Ex.D28

The original packing boxes of Geetham Veg Restaurant.

Ex.D29

The photocopy of affidavit of undertaking dated 13.10.2023 filed in O.S.A.No. 125/2023 against O.A.No. 447/2023 in C.S.(Com.Div.) No. 116/2023.

Ex.D30

The online order copy dated 02.11.2023 in O.S.A (CD) Nos. 125, 126 of 2023.

Ex.D31

The original copies of advertisement issued by you in Times of India and Indian Express on 03.11.2023 clarify Geetham Veg Restaurant is not associated any way with the plaintiff Sangeetha Restaurant.

Ex.D32

The original copies of advertisement issued by you in Dhinamalar and Dhinamani on 03.11.2023 clarify Geetham Veg Restaurant is not associated any way with the plaintiff Sangeetha Restaurant.

Ex.D33

The new logo wherein Geetham S depicted Orange, Green and Ochre colour gradient.

Ex.D34

The web copy of dismissal order in SLP.Nos. 26254 and 26255 of 2023 filed by the plaintiff.

**25.03.2026**

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WEB COPY

C.S(COMM DIV) No. 116 of 20





WEB COPY

C.S(COMM DIV) No. 116 of 20



**SENTHILKUMAR RAMAMOORTHY J.**

KAL

**Pre-delivery judgment made in  
C.S(COMM DIV) No. 116 of  
2023**

**25-03-2026**