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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.10.2026

CORAM

THE HON'BLE MR.JUSTICE P.B. BALAJI

C.S(COMM DIV) No. 172 of 2025
and O.A.Nos.687 to 691 of 2025
and A. Nos.3167, 3168 and 5163 of 2025
CNR: {HCMA011028322025}

Case QR

1. TMY Products LLC
   1107 Industrial PKWY,
   Suite A, Brick, New Jersey 08724,
   United States of America.
   Rep by its Authorized Signatory,
   Mr.Pranav Kathollil

2. Nu Care Marketing (India) Private Limited
   Having Registered Office at
   50/857C2 37 2719,
   Changampuzha Samadhi Road Edappaly
   Ernakulam 682024.
   Rep through its Director,
   Mr.Saji Kumar Balan Marar

..Plaintiffs

Vs

1. Sapna Kumari
   Sole Proprietrix of Niyaara Cosmetics
   S.No.54, Kirtane Baug,
   Nr Over Bridge, Mundhwa, Pune,
   Maharashtra-411 036
   Also at
   Gat 340 Off MIDC Road,
   Pune, Maharashtra-410 501

2. Abhishek Singh
   Sole Proprietor of Shobhajeet Inc
   Shop No 03, Hari Krishna, S No 125, Z
   Corner Haveli, Maharashtra 412307

..Defendants

Plaint filed under Order VII Rule 1 of The Code of Civil Procedure, 1908 read with Order IV Rule 1 of Original Side Rules of The Madras High

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Court, Section 2(1)(c)(xvii) read with Section 7 of The Commercial Courts Act, 2015 and Sections 11, 27, 28, 29, 134 and 135 of The Trademarks Act, 1999 and Section 62 of the Copyright Act, 1952 praying for a judgment and decree on the following terms:

a) A permanent injunction restraining the Defendants, its directors, proprietors, subsidiaries, affiliates, franchisees, officers, employees, servants, agents, sponsors, distributors, stockists, representatives and anyone acting for or on their behalf from in any manner directly or indirectly manufacturing, selling, stocking, marketing, advertising, exporting, importing, using either by himself/herself and/or permitting the use of and/or supply of and/or offering any goods to ,any third party under the marks/name 'BONTX', Bontx Majestic', 'Bontx Majestic Professional Line', or any mark/ name similar to the Plaintiff No.l's registered mark BONTX with or without any suffix or prefix, as part of his/her trademark/trade name/domain name or on any social media page or on any e-commerce platform/website or intermediaries or identification name or as part of advertising and promotional material or email id, either owned or managed by him/her or by any of its associated and related concerns or entity or in any manner whatsoever, amounting to trademark infringement of the mark BONTX;

(b) A permanent injunction restraining the Defendants, its directors, proprietors, subsidiaries, affiliates, franchisees, officers, employees, servants,

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agents, sponsors, distributors, stockists, representatives and anyone acting for or on their behalf from in any manner directly or indirectly manufacturing, selling, stocking, marketing, advertising, exporting, importing, using either by himself/herself and/or permitting the use of and/or supply of and/or offering any goods to ,any third party under the marks/name 'Majestic', Majestic Keratin', Majestic Professional Line, MK PROFESSIONAL', Majestic Hair Botox', 'BONTX', Bontx Majestic', 'Bontx Majestic Professional Line', Majestic Hair Care Collection, M Skin Care, 'UNEX', 'UNEX PROFESSIONAL',



or any mark/ name similar to the Plaintiff No.1's MK Marks as defined in the Plaint, with or without any suffix or prefix, as part of his/her trademark/trade name/domain name or other use such as hyperlinking, meta tagging, advertisement, or any other such form of use or on any social media page or on any e-commerce platform/website or intermediaries or identification name or as part of advertising and promotional material or email id, either platform/website or intermediaries or identification name or as part of advertising and promotional material or email id, either owned or managed by himself/herself or by any of his/her associated and related concern or entity or in any manner whatsoever, amounting to passing off as the owner of the products sold under the MK Marks;

(c) A permanent injunction restraining the Defendants, its directors, proprietors, subsidiaries, affiliates, franchisees, officers, employees, servants, agents, sponsors, distributors, stockists, representatives

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and anyone acting for or on their behalf from in any manner directly or indirectly manufacturing, selling, stocking, marketing, advertising, exporting, importing, using either by himself/herself and/or permitting the use of and/or supply of and/or offering any goods to any third party under the marks/name 'Majestic', 'Majestic Keratin', Majestic Professional Line', TMK PROFESSIONAL', 'Majestic Hair Botox', 'BONTX', 'Bontx Majestic', 'Bontx Majestic Professional Line, 'Majestic Hair Care Collection', 'M Skin Care', 'UNEX', 'UNEX PROFESSIONAL'



or any mark/ name similar to the Plaintiff No.I's MK Marks as defined in the Plaint, with or without any suffix or prefix, as part of his/her trademark/trade name/domain name or other use such as hyperlinking, meta tagging, advertisement, or any other such form of use or on any social media page or on any e-commerce platform/website or intermediaries or identification name or as part of advertising and promotional material or email id, either owned or managed by him/her or by any of his/her associated and related concern or entity or in any manner whatsoever, so as to misrepresent the quality/origin of the products and from taking an unfair advantage of the Plaintiff No. 1 's reputation and goodwill in the MK Marks thereby causing dilution and tarnishment;

(d) A permanent injunction restraining the Defendants, its directors, proprietors, subsidiaries, affiliates, franchisees, officers, employees, servants, agents, sponsors, distributors, stockists, representatives and anyone acting for or on their behalf from in any

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manner directly or indirectly manufacturing, selling, stocking, marketing, advertising, exporting, using either by himself/herself and/or permitting the use of and/or supply of and/or offering any goods to any third party bearing reference to the artistic works



or any mark/ work similar to the Plaintiff No.l's copyright in its Artistic Works, with . or without any suffix or prefix or modification, as part of his/her products or domain name or on any social media page or any e commerce platform/website or intermediaries or identification name or as part of advertising and promotional material, either owned or managed by him/her or by any of his/her associated and related concern or entity or in any manner whatsoever, amounting to infringement of the Plaintiff No.l's Copyright vested in the artistic works



and infringement of the copyrighted content of the Plaintiffs' website www.mkprofessional.com.

(e) A mandatory injunction directing Defendant No.2 to transfer the domain name www.mkprofessional.in in favour of Plaintiff No. 1 or such other domain similar to the Plaintiff No. 1 's trademark/name viz. 'Majestic', 'Majestic Keratin', 'Majestic Professional Line', MK PROFESSIONAL', 'Majestic Hair Botox', 'BONTX', Bontx Majestic', 'Bontx Majestic Professional Line', 'Majestic Hair Care Collection', 'M Skin Care', 'UNEX', 'UNEX PROFESSIONAL';

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(f) Pass a preliminary decree in favour of the Plaintiffs directing the Defendants to render true and proper accounts of all transactions undertaken and the profits obtained during the course of his/her business for products sold under the MK Marks viz;, 'Majestic', Majestic Keratin', Majestic Professional Line', MK PROFESSIONAL', Majestic Hair Botox', 'BONTX', Bontx Majestic', 'Bontx Majestic Professional Line', 'Majestic Hair Care Collection', 'M Skin Care', 'UNEX', 'UNEX PROFESSIONAL'



'and/ or any mark deceptively similar to the Plaintiff No.1's MK Marks;

(g) Pass an order directing the defendants, their partners, proprietors, affiliates, franchisees, officers, employees, servants, agents, sponsors, distributors, representatives and anyone acting for or on their behalf from in any manner directly or indirectly, to delivery up the stocks, packaging, labels, blocks, dyes, all other print materials, stickers, signage, visiting cards, letter heads, catalogues, pamphlets, brochures, all other advertising and promotional material, all stationary that he/she has in his/her possession (currently or in future) of products bearing the MK Marks or any marks similar thereto;

(h) Pass an order appointing an advocate commissioner to seize all products stocked with the Defendants bearing the MK marks of Plaintiff No. 1 or any other marks deceptively similar thereto;

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(i) Pass a decree of Damages in favour of Plaintiff No. 1 to the tune of INR 50,00,000 for loss of business, reputation and goodwill of the Plaintiff No.l's MK Marks caused by habitual illegal activities of the Defendants;

(j) Costs and 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 Plaintiffs: Ms.Aanchal Nicham
for Mr.S. Eshwar

For Defendants: Mr.M.Arunachalam

JUDGMENT

Parties to the suit, pending the above suit, have resolved the dispute and also reached a settlement agreement in and by a settlement agreement dated 08.09.2026 which is signed by both plaintiffs and the defendants. A joint memo of compromise dated 05.10.2026 signed by the respective counsel for the parties enclosing a copy of the settlement agreement dated 08.09.2026 is also before me, placed for approval. Learned counsel for the parties request that the said settlement agreement may be taken on file and the suit be decreed in terms of the settlement agreement recording the memo of compromise. The joint memo of compromise reads as under:

JOINT MEMO FOR COMPROMISE ON BEHALF OF THE PLAINTIFFS AND DEFENDANTS UNDER ORDER 23 RULE 3 READ WITH SECTION 151 OF CPC, 1908 SEEKING

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DIRECTIONS TO PASS A DECREE IN TERMS OF THE SETTLEMENT AGREEMENT

The Plaintiffs and Defendants respectfully submit as follows:

GENESIS OF THE PRESENT CASE

1. The present suit is filed under the Trademarks Act, 1999, Copyright Act, 1957 and the Commercial Courts Act, 2015 for the reliefs of trademark infringement and passing off, copyright infringement, dilution and tarnishment, and among other reliefs against the Defendants, who are illegally and without any authorization using the marks "MK







Professional"

"BONTX MAJESTIC PROFESSIONAL LINE", "MAJESTIC KERATIN", "MAJESTIC PROFESSIONAL LINE", "UNEX PROFESSIONAL" "M SKIN CARE"



goods/services which are identical to Plaintiffs' business thereby violating the Plaintiffs' rights in the prior adopted, used and reputed trademarks such as 'Majestic', Majestic Keratin', 'Majestic Professional Line', MK PROFESSIONAL', 'Majestic Hair Botox', 'BONTX', Bontx Majestic', 'Bontx Majestic Professional Line', 'Majestic Hair Care Collection', 'M Skin Care', 'UNEX', 'UNEX PROFESSIONAL'

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(collectively referred to as 'MK Marks') in the circumstances more-fully set-out herein.

2. The Plaintiffs had, in the due course of the proceedings, also been granted an order of interim injunction in their favour. Thereafter, pursuant to the directions of this Hon'ble Court dated 25.08.2026 and upon discussions between the parties with a view to amicably resolve the disputes, the Plaintiffs and Defendants mutually arrived at an amicable settlement. The terms of the said settlement have been reduced into writing by way of a Settlement Agreement, which has been duly executed between the parties and is being filed along with the present Application as Annexure – A.

3. It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to decree the suit of the Plaintiffs in terms of the Settlement Agreement Dated 08th September 2026 as settled between the parties, and both the parties shall be bound by the terms and conditions of the Settlement Agreement dated 08th September 2026 and thus render justice.

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2. In the light of the above, the suit is decreed in terms of the settlement agreement dated 08.09.2026 and affirmed by the memorandum of compromise dated 05.10.2026 both of which shall form part of the decree. Consequently, connected applications are closed. There shall be no order as to costs.

08.10.2026

Index: Yes/No
Neutral Citation: Yes/No
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P.B.BALAJI, J.

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