

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT NO.600 OF 2025
WITH
INTERIM APPLICATION NO.6540 OF 2025

Meridian Enterprises Private Limited ...Plaintiff
Versus
Cascade India Pharmaceuticals & Ors. ...Defendants

Mr. Kaivalya Shetye i/b. Mr. Mahesh Mahadgut, for the Plaintiff.
Mr. Akash P. Shah, for the Defendant.
Mr. Paresh Patel, Authorized Signatory of the Plaintiff, present in person.
Mr. Vinay Kumar Jain (through Video Conferencing), Defendant No.2.
Mr. Vishal Bindra (through Video Conferencing), Partner of Defendant Nos.1 and 3
Mrs. S. S. Chipkar, Master (Adm.), Court Receiver, present.

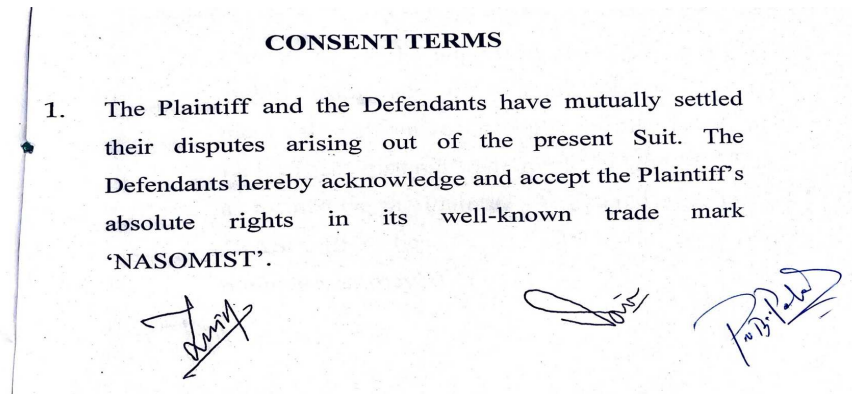
CORAM: MADHAV J. JAMDAR, J.
DATED : 10th SEPTEMBER 2026

P. C.:

1. Both the learned Counsel state that the parties have settled the dispute and tendered the Consent Terms. The Consent Terms are signed on behalf of the Plaintiff by Mr. Paresh Patel, Assistant Manager-Distribution and Authorized Signatory of the Plaintiff, who has been authorized by a Board Resolution dated 26th March

2026. Learned Counsel appearing for the Defendants states that Defendant No.1-Partnership Firm has two partners i.e. Defendant Nos.2 and 3. The Consent Terms are also signed by Defendant No.2- Mr. Vinay Kumar Jain, who is Partner of Defendant No.1 and Defendant No.3-Mr. Vishal Bindra, who is Partner of Defendant No.1. The Consent Terms are also signed by the respective Advocates. The respective Advocates identify the signatures of their respective parties.

2. Mr. Paresh Patel, Assistant Manager-Distribution and Authorized Signatory of the Plaintiff and Mr. Vinay Kumar Jain and Mr. Vishal Bindra, Partners of Defendant No.1, who are present through Video Conferencing states that the parties have settled the dispute and they have signed the Consent Terms. Accordingly, the Consent Terms are taken on record and marked 'X' for identification. The said Consent Terms read as under:

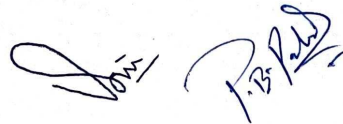


2. There shall be a Decree on admission in favour of the Plaintiff and against the Defendants in terms of prayers (a) and (b) of the Plaint, which are reproduced herein below :-

(a) that the Defendants by themselves, their Partners, employees, servants, dealers, franchisees, distributors, stockist, licensees, agents, sister concerns, wholesalers, retailers, representatives, affiliates, associates and/or assigns and all persons acting for and on their behalf be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner manufacturing, selling, offering for sale, stocking, soliciting, exporting, displaying, advertising, marketing, promoting and/or in any manner whatsoever using directly or indirectly in relation to any pharmaceutical and/or medicinal preparation and/or such allied and cognate goods the impugned mark 'NACOMIST' and/or using any other mark or word being identical with and/or deceptively similar to the Plaintiff's registered trade mark 'NASOMIST' so as to infringe the Plaintiff's registered trade mark 'NASOMIST' bearing Nos. 597366 in any other manner whatsoever;

(b) that the Defendants by themselves, their Partners, employees, servants, dealers, franchisees, distributors, stockist, licensees, agents, sister concerns, wholesalers, retailers, representatives, affiliates, associates and/or assigns and all persons acting for and on their behalf be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner manufacturing, selling, offering for sale, stocking, soliciting, exporting, displaying, advertising, marketing, promoting and/or in any manner whatsoever using directly or indirectly in relation to any pharmaceutical and/or medicinal preparation and/or such allied and cognate goods the impugned mark 'NACOMIST' and/or using any other mark or word being identical with and/or deceptively similar to the Plaintiff's registered trade mark 'NASOMIST' so as to pass off the Defendant's goods / products as those of the Plaintiff's and/or to indicate any connection with the Plaintiff;

3. The Defendants undertake to this Hon'ble Court that hereafter, the Defendants shall not use any Trade mark being identical with and/or deceptively similar to the Plaintiff's Trade Marks.



4. The Defendants state that they do not have in their possession goods bearing the Trade Mark 'NACOMIST' or any variants of 'NACOMIST' nor any packaging material thereof. The particulars of the last batches of the said goods are as follows:

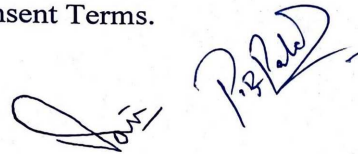
Sr. No.	Product –with all SKU and extensions	Batch No.	Mfg. date	Exp. Date
1.		4403	09/2024	08/2026
2.				
3.				
4.				

4. The Defendants confirm that they have withdrawn Trade mark application No. 5440462 vide letter dated 18th June, 2025 filed in the Office of The Registrar of Trade Marks. The Defendants further confirm that they have not filed any other Trade Mark or Copyright right applications containing the word 'NACOMIST'.
5. The Defendants admit that they have understood the contents of the Consent Terms. The Defendants further state that after understanding each and every clause / covenant / undertaking from their Advocate, the




Defendants have signed and executed these Consent Terms.

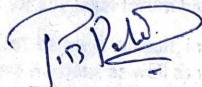
6. Parties further agree and undertake that the present Consent Terms are binding on them, their partners, affiliates, assigns and successors in interest or title as the case may be or any individual or entity acting under or in concern with it.
7. The Defendants agree and undertake that in the event they are found that after the execution of these Consent Terms, the Defendants and/or any person/s acting under their instructions, are in breach thereof, in addition to forthwith purging the said breach, the Defendants shall pay the damages as claimed by the Plaintiff in the Plaint, in addition to the other rights and remedies available to the Plaintiff under law.
8. The signatories to these Consent Terms state that they have the authority to settle this suit amicably on behalf of the parties to the suit. On behalf of the Plaintiff, the Consent Terms are signed by one Paresh Patel, Assistant Manager – Distribution and Authorized Signatory of the Plaintiff. On behalf of the Defendants, Mr. Vinay Jain and Mr. Vishal Bindra, the partners of the Defendant No. 1 have signed the Consent Terms.



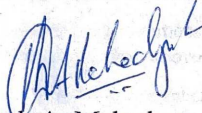
9. In view of the aforesaid amicable settlement, the Plaintiff gives up rest of its claims in the Suit.

Dated this 10th day of September, 2026

For Meridian Enterprises
Private Limited

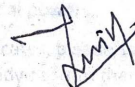


Paresh Patel
Assistant Manager –
Distribution and Authorized
Signatory of the Plaintiff



Mahesh A. Mahadgut
Advocate for the Plaintiff

For Cascade India Pharmaceuticals



Vinay Jain
Partner of the
Defendant No.1 and
Defendant No.2



Mr. Vishal Bindra
Partner of the
Defendant No.1 and
Defendant No. 3



Advocate for the Defendants

3. Various statements made in the Consent Terms are accepted as undertakings given to the Court.
4. Accordingly, the Commercial IP Suit is decreed in terms of the Consent Terms.
5. The refund of the Court fees is permitted as per the Rules.
6. In view of the disposal of the Suit, nothing survives in the Interim Application and the same is also disposed of.

[MADHAV J. JAMDAR, J.]

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