

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

SUIT (L) NO.710 OF 2015

IPCA Laboratories Limited	...	Plaintiff
versus		
Bloom Pharma Pvt. Ltd. and Anr.	...	Defendants

Mr. Rashmin Khandekar with Mr. Minesh Andharia i/by M/s. Krishna and Saurastri Associates, for Plaintiff.
Ms. Tanuja B. Liman, for Defendant No.1.
Mr. G.G.Ketkar, 1st Assistant to Court Receiver, present.

CORAM: S.J. KATHAWALLA, J.

DATE: 13th AUGUST, 2015

PC.:

1. Heard the learned Advocates for the parties and by consent, the following order is passed :

(i) The Suit is decreed in terms of prayer clauses (a) and (b) which are reproduced hereunder :

"(a) that the Defendants by themselves, through their partners, proprietors, servants, agents, dealers, manufacturers, stockist and/or otherwise howsoever be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner using in relation to any pharmaceutical and medicinal preparations, the impugned trade mark ZEROMOL-SP / ZEROMOL and/or any other word or mark which is identical with and/or deceptively

similar in any manner whatsoever to that of the Plaintiff's trade mark ZERODOL so as to infringe the Plaintiff's trade mark ZERODOL bearing registration No.582203 being Exhibit A hereto;

(b) that the Defendants by themselves, through their partners, proprietors, servants, agents, dealers, manufacturers, stockist and/or otherwise howsoever be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner using in relation to any pharmaceutical and medicinal preparations, the impugned trade mark ZEROMOL-SP / ZEROMOL and/or any other word or mark which is identical with and/or deceptively and/or confusingly similar in any manner whatsoever to that of the Plaintiff's trade mark ZERODOL-SP / ZERODOL so as to pass off and/or enable others to pass off the Defendants' goods as and for that of the Plaintiff;"

(ii) The Court Receiver is discharged without passing accounts, but upon payment of his costs, charges and expenses by the Advocate for the Plaintiff.

(iii) The Defendants undertake to destroy the impugned goods which are seized and sealed by the Court Receiver at Nashik, in the presence of the representative of the Plaintiff, within a period of four weeks from today. The Defendants also undertake to call from Chandigarh the 696 cartons mentioned

in the Report of the Court Receiver and destroy the same. The undertakings are accepted.

(iv) The learned Advocate for the Defendants undertakes to pay an amount of Rs.20,000/- to the Plaintiff within a period of one week from today towards cost and damages.

(v) The Suit is accordingly disposed of. Suit to be numbered within a period of two weeks from today.

(S.J.KATHAWALLA, J.)