

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 141 OF 2015
AND
NOTICE OF MOTION NO. 789 OF 2015**

Glenmark Pharmaceuticals Ltd.	...Plaintiffs
<i>Versus</i>	
Candid Drug Distributors & 2 Ors.	...Defendants

Mr. V. R. Dhond, Senior Advocate, a/w Mr. Rashmin Kandekar,
i/b M. A. Mahadgut, for the Plaintiffs.

Dr. Birendra Saraf, a/w Nafisa Khandeparkar & Mrs. Monish
Bhangale, i/b ALMT Legal, for the Defendants.

CORAM: G.S. PATEL, J
DATED: 1st July 2016

PC:-

1. The suit is disposed of by consent in the following terms.
2. Dr. Saraf for the Defendants makes a statement on written instructions from a partner of the Defendants, Mr. Parthasarthy Banerjee,
 - (a) that the Defendants will not use the trade mark **CANDID** in relation to any of their manufacturing

activities, or on any products manufactured by them, or as the name of any product; and

(b) that as regards application No. 2111451 under the Trade Marks Act or Trade Marks Rules, this will be limited to the Defendants' service activities as traders and retailers without in any manner detracting from the previous statement.

3. Both statements are accepted as undertakings to the Court.
4. Mr. Dhond for the Plaintiffs, on instructions, says that this is sufficient protection to the Plaintiffs. He does not, therefore, press the Plaintiffs' prayer for damages.
5. The Suit is decreed in terms of the statement made by Dr. Saraf. There will be no order as to costs. Drawn up decree is dispensed with.
6. In view of this, the Notice of Motion (L) No. 789 of 2015 does not survive and is disposed of as such.
7. This decree shall not in any way limit the Plaintiffs' right to seek suitable reliefs against any other manufacturer of any infringing product, whether or not that infringing product is sold directly or through the present Defendant.

(G. S. PATEL, J.)