

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION**

COMMERCIAL IP SUIT NO.25 OF 2011

WITH

LEAVE PETITION NO.285 OF 2011

WITH

COMMERCIAL NOTICE OF MOTION NO.2 OF 2011

IN

COMMERCIAL IP SUIT NO.25 OF 2011

Glenmark Pharmaceuticals LimitedPlaintiff

Vs.

Kontest Chemicals LimitedDefendant

Ms. Poonam Teddu i/b. Mr. Mahesh A. Mahadgut for plaintiff.

Ms. Archana Bene, DGM-Legal/authorised signatory present.

Mr. Hiren Kamod a/w. Mr. Rohan Bangar i/b. Zunjarrao and Company for defendant.

Mr. Avijit Talukdar, authorised signatory of defendant present.

CORAM : K.R.SHRIRAM, J.

DATE : 19th JUNE 2019

P.C.:

1 Plaintiff and defendant have entered into consent terms dated 19th June 2019. The consent terms signed by the authorised signatory of plaintiff, defendant and their respective advocates is taken on record and marked “X” for identification. Ms. Teddu and Mr. Kamod state that the signatories of plaintiff and defendant are present in Court and identify them.

2 Suit stands decreed in terms of the consent terms. Drawn up decree dispensed with. Refund of court fees, if any in accordance with rules. No order as to costs. All interim applications accordingly stand disposed.

3 For ease of reference, the consent terms without copies of the resolution is scanned and reproduced hereinbelow :

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM IP SUIT NO. 25 OF 2011

Glenmark Pharmaceuticals Ltd.,	}	
a Company registered under	}	
the Companies Act, 1956, having	}	
its registered office at B-2,	}	
Mahatma Chambers, 22, Bhulabhai	}	
Desai Road, Mumbai - 400 025.	}	...Plaintiff
Vs		
KonTest Chemicals Ltd.,	}	
a company incorporated under the	}	
Companies Act, 1956 and having its registered	}	
office at 80/1A, Sarat Bose Road,	}	
Kolkata - 700 025.	}	...Defendant

CONSENT TERMS

1. Plaintiff and Defendant have settled their disputes amicably.
2. The Defendant submits to a decree in terms of prayers (a) and (b) of the Suit reproduced herein below :
 - (a) That the Defendants by themselves, their servants, directors, dealers, distributors, stockists, franchisees, agents, sister concerns, subsidiaries, representatives, affiliates 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, marketing, selling, distributing, exporting and/or using in relation to medicinal and/or pharmaceutical preparations and/or such allied and cognate goods the trade mark Q LEVO or using any other mark being deceptively similar in any manner whatsoever to

for KonTest Chemicals Ltd.
Authorized Signatory
for Defendant

for Glenmark Pharmaceuticals Ltd.
DGM - Legal of Plaintiff

the Plaintiffs mark GLEVO so as to infringe the Plaintiffs' registered trade mark GLEVO registered under No. 1001588 in class 5;

- (b) That the Defendants by themselves, their servants, directors, dealers, distributors, stockists, franchisees, agents, sister concerns, subsidiaries, representatives, affiliates 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, marketing, selling, distributing, exporting and/or using in relation to medicinal and/or pharmaceutical preparations and/or such allied and cognate goods the trade mark Q-LEVO or using any other mark being deceptively similar in any manner whatsoever to the Plaintiffs mark GLEVO so as to pass off the Defendants' goods as and for those of the Plaintiff.

3. The Defendant hereby declares that it has stock of goods bearing the suit mark as per statement at Annexure A. Defendant undertakes that it shall not manufacture any further goods bearing the suit mark from the date of these terms. Plaintiff has no objection to the Defendant exhausting its stock at Annexure A within a period of 6 months from the date hereof. Defendant undertakes to file affidavit of compliance in the Registry with copy to Plaintiff on or before 20/12/2019.

4. The Defendant hereby agrees and undertakes to withdraw its Trade Mark application No. 1633104 and any other Q-LEVO formative Trade Mark applications that the Defendant might have filed before the Registrar of Trade Marks within a period of 10 days from the date hereof and further undertakes to provide photocopies of the withdrawal application to the Plaintiff's Advocate within a period of 15 days from the date hereof.

For Kankar Chemicals Ltd

 Authorized Signatory for
 Defendants

For Glenmark Pharmaceuticals Ltd

 Dated: 12/12/2019 for Plaintiff

5. The Defendant hereby undertakes and declares that it shall in perpetuity, never challenge the validity of Registration of Plaintiff's trade mark "GLEVO" including any brand extensions containing the word "GLEVO". By consent the order dated 4th July, 2011 in Notice of Motion No.1358 of 2011 is set aside.

6. The Defendant has paid to the Plaintiff vide Demand Draft bearing No. 148455 dated 17-06-19 drawn on RBL Bank a sum of Rs. 1,00,000/- (Rupees One Lakh only) in full and final settlement of all claims of the Plaintiff in the Suit.

7. In view of the above, Plaintiff gives up other reliefs in the Suit.

8. The signatories to these Consent Terms hereby declare that they are competent to sign these terms duly empowered by board resolutions/authorizations.

~~9. Let there be refund of Court fees as per rules.~~

Dated this 19th day of June, 2019

For Glenmark Pharmaceuticals Ltd.

(Archana Bera)
DGM – Legal of Plaintiff

For KonTest Chemicals Ltd.

(Mr. Avijit Talukdar)
Authorized Signatory of
Defendant ~~was~~

For Mahesh A. Mahadgut
Advocate for the Plaintiff

Vikram Zunjarao
Advocate for the Defendant

ANNEXURE A

Product	At our Hyderabad Factory	With Distributors
Q-Levo 750	1721 Boxes Batch No. QLV 116 Mfg and Expiry date 06/17 : 05/20	40 Boxes
Q-Levo 500	1716 Boxes Batch No. QL 172 Mfg. & Expiry date 09/18 : 08/21	1092 Boxes

4 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)