

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

**COMMERCIAL IP (L) SUIT NO.631 OF 2019
WITH
LEAVE PETITION NO.105 OF 2019
WITH
COMMERCIAL NOTICE OF MOTION (L) NO.1290 OF 2019**

Glenmark Pharmaceuticals Ltd. ..Plaintiff

Vs.

Zee Laboratories Ltd. ..Defendant

Mr. Mahesh A. Mahadgut a/w Ms. Poonam Teddu for Plaintiff;

(Ms. Archana Bene- DGM- Legal/Authorized Signatory of Plaintiff present)

Ms. Prachi Pandya I/b Corporate Attorneys for Defendant;

Mr. Nagesh Kumar Shukla- Authorized Signatory of Defendant present in court.

CORAM : K.R.SHRIRAM, J.

DATE : 26th JUNE 2019

P.C.:

1 Parties have amicably settled the matter and have tendered the consent terms dated 26th June 2019. The consent terms signed by the authorised signatory of plaintiff, authorised signatory of defendant and their respective advocates is taken on record and marked as “X” for identification. Counsel state that the signatories of plaintiff and defendant are present in court and identify them.

2 For ease of reference the consent terms are scanned and reproduced below:


 IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 IN ITS COMMERCIAL DIVISION
 COMMERCIAL IP SUIT (L) NO. 631 OF 2019

Genmark Pharmaceuticals Ltd.,
 a Company registered under the
 Companies Act, 1956, having its
 registered office at B-2, Mahalaxmi
 Chambers, 22, Bhulabhai Desai Road,
 Mumbai - 400 026.

Plaintiff

Versus
 Zee Laboratories Ltd.,
 A Company registered under the
 Companies Act, 1956, having its
 address at Behind 47, Industrial
 Area, Poonja Sahib, 17N/25,
 Haryana Pradesh.

Defendant

CONSENT TERMS

1. The Plaintiff and the Defendant have settled their disputes amicably
2. By Consent Letters Patent Leave Petition No. 724 of 2019 is disposed off
3. Defendant undertakes not to challenge the validity of Plaintiff's REMO and REMO Executive Trade Marks.
4. The Defendant submits to a decree in terms of prayers (a) and (b) of the Suit, reproduced herein below :

Abhishek Kumar Shrivastava
 (Advocate)

2

(a) That the Defendant by itself, its servants, directors, dealers, distributors, stockiest, franchisees, agents, sister concerns, subsidiaries, representatives, affiliates and/or assigns and all persons acting for and on its 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 REMO or using any other mark being deceptively similar in any manner whatsoever to the Trade Mark REMO of Plaintiff so as to infringe the registered trade mark REMO of Plaintiff registered under No. 1051297 in class 5;

(b) That the Defendant by itself, its servants, directors, dealers, distributors, stockiest, franchisees, agents, sister concerns, subsidiaries, representatives, affiliates and/or assigns and all persons acting for and on its 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 REMO or using any other mark being deceptively similar in any manner whatsoever to the Trade Mark REMO of Plaintiff so as to pass off the Defendants goods as and for those of the Plaintiff;

5. The Defendant hereby declares that it does not possess any stock of goods bearing the mark "REMO" in any form/size/strength. The last batches of goods bearing the said mark are as per statement at Annexure "A".

Shri...
Ch...

6 The Defendant hereby declares that it does not possess any
manufacturing permission from drug authorities under the brand name
RPMO and that the License issued for the said product bears the generic
name.

8. In view of the above, Plaintiff gives up its claim for cost, damages and other reliefs in the Suit.

Dated this 26th day of June, 2019

For Zee Laboratories, Ltd.,

Nagesh Kumar Shukla
(Nagesh Kumar Shukla)
Authorised Signatory of Defendant

Erach Panaly
Advocate for the Defendant

Green Tinted copy of the
Certified True copy of the
Resolution dated 22nd June 2017
passed by the Board of Directors
of the defendant company, availing
Shri. Rajesh Kumar Girdhar to
sign on behalf of the company.

2010/19
M. S. Chinnappa
Asst. Chief Translator & Interpreter,
High Court, Bombay

Meera Jadhav

the Chief Interpreter and Translator of this court, who has put an endorsement that the contents of the consent terms have been explained to him.

4 Order in terms of consent terms. All statements accepted as an undertaking to this court. All undertakings accepted.

5 Suit accordingly stands disposed.

6 Refund of court fees in accordance with rules.

7 All interim applications stand disposed.

8 All interim orders stand vacated.

9 The receiver appointed pursuant to order dated 14th May 2019, stands discharged without passing of accounts. Plaintiff's undertaking to pay whatever charges that are payable to receiver within two weeks of receiving the communication from receiver, is accepted.

10 Ms. Pandya states that she has instructions to state that the confiscated goods will be destroyed by defendant in the presence of plaintiff's representative. Defendant will complete the destruction within

two weeks from today but give minimum 7 days written notice in advance of the date and time they intend to destroy the goods, to plaintiff's representative. Statement accepted as an undertaking to this court.

11 Ms Pandya for defendant states that vakalatnama will be filed during the course of this week, if not already filed. Statement accepted.

(K.R. SHRIRAM, J.)