

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.09.2019

CORAM

THE HONOURABLE MR.JUSTICE N.SATHISH KUMAR

Civil Suit No.79 of 2015 and
Application Nos.572 & 573 of 2015
and O.A.Nos.110 & 111 of 2015

Sun Pharma Laboratories Limited,
Rep., by its Authorized Signatory,
Ms.Chandra Nahata,
187, St. Mary's Road,
Alwarpet, Chennai-600 018.

∴ Plaintiff

-vs-

Kivi Labs Ltd., 147/148, GIDC,
Por-Ramangamdi, Dist. Baroda,
Gujarat-391 243.

∴ Defendant

Civil Suit filed under Order IV Rule 1 of Original Side Rules and
Order VII Rule 1 of the Code of Civil Procedure r/w Sections 27, 28,
29, 134 and 135 of the Trade Marks Act, 1999 for the following
judgment and decree:-

(a) A permanent injunction restraining the defendant, their
manufacturers, distributors, stockists, servants, agents, wholesalers,
retailers, legal representatives or any other person claiming under it
from in any manner manufacturing, selling, offering for sale, stocking,
advertising directly or indirectly dealing in medicinal and
pharmaceutical preparations infringing plaintiff's registered trademark
LOBAZAM by use of deceptively similar trademark LOZIPAM or any

mark identical or similar to plaintiff's registered trademark LOBAZAM or in any other manner whatsoever;

(b) A permanent injunction restraining the defendant, their manufacturers, distributors, stockists, servants, agents, wholesalers, retailers, legal representatives or any other person claiming under it from in any manner manufacturing, selling, offering for sale, stocking, advertising directly or indirectly dealing in medicinal and pharmaceutical preparations under the trademark LOZIPAM or any other trademark that is identical and/or deceptively similar as that of the plaintiff's registered trademark LOBAZAM and/or use similar packaging as that of the plaintiff's products under the mark LOBAZAM so as to pass off the defendant's medicinal preparations as and for the medicinal preparations of the plaintiff and/or in any other manner whatsoever connected with the plaintiff;

(c) The defendant be ordered to pay to the plaintiff a sum or Rs.1,00,000/- as liquidated damages for committing acts of infringement against plaintiff's registered trademark so as to pass off its products as and for the plaintiff's products;

(d) The defendant be ordered and decreed to deliver up for destruction to the plaintiff all the preparations, dies, blocks, labels, packaging either filled or empty, brochures, leaflets, pamphlets, hand bills, hoardings, wall posters, calendars, carry bags, stationery items and such other sales promotional materials bearing and/or containing the impugned trademark LOZIPAM;

(e) A preliminary decree be passed in favour of the plaintiff directing the defendant to render accounts of profits made by it by use of the deceptively similar trademark LOZIPAM and a final decree be

passed in favour of the plaintiff for the amount of profits found to have been made by the defendant after the later have been rendered accounts; and

(f) For costs of the entire proceedings.

For Plaintiff : Mr.Arun C.Mohan

For Defendant : Mr.P.C.N.Pasupathy

JUDGMENT

When the matter was taken up today, the learned counsel for the plaintiff and the defendant submitted that the parties have entered into compromise and they have settled the matter as per the Memorandum of Compromise executed by the parties. The learned counsel has also produced the Memorandum of Compromise entered between the parties. The learned counsel further submitted that the suit may be decreed in terms of the Memorandum of Compromise.

2. In view of the same, this suit is decreed in terms of the Memorandum of Compromise and the Memorandum of Compromise shall form part of the decree. Consequently, the connected applications are closed. No cost.

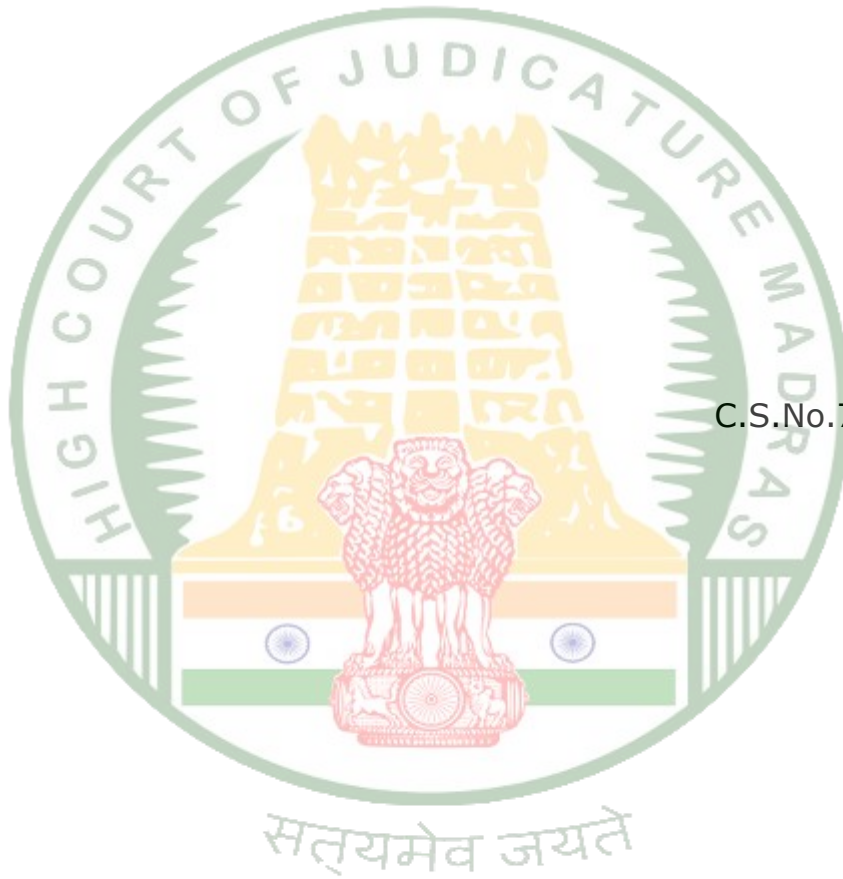
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C.S.No.79 of 2015

N.Sathish Kumar, J.

(abr)



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