

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

**COMMERCIAL IP SUIT NO.565 OF 2016
WITH
LEAVE PETITION NO.316 OF 2016
IN
COMMERCIAL IP SUIT NO.565 OF 2016**

Meridian Enterprises Private Limited Plaintiff

V/s.

Gnosis Pharmaceuticals Pvt. Limited Defendant

Mr. Mahesh Mahadgut for plaintiff.

Mr. Suhas S. Deokar for defendant.

CORAM : K.R.SHRIRAM, J.

DATED : 31st MARCH 2021

P.C. :

1 Parties have amicably settled the matter and tendered consent terms dated 1st March 2021. The consent terms signed by the Managing Director of plaintiff, Director of defendant and their respective advocates is taken on record and marked “X” for identification. Mr. Mahadgut states that Mr. Sandeep Banatwala is present online. Mr. Deokar states that Mr. Ramesh Khurana is also available online. Both counsel identify their respective clients.

2 For ease of reference, the consent terms is scanned and reproduced hereinbelow :

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT NO. 565 OF 2016

Meridian Enterprises Private Limited,)
a Company registered under)
the Companies Act, 1956, having)
its registered office at 1108,)
Embassy Centre, Nariman Point,)
Mumbai - 400 021.) ...Plaintiff

V/S.

Gnosis Pharmaceuticals Pvt. Ltd.,)
a company registered under the)
Companies Act, 1956 having its)
registered address at)
619, Ring Road Mall Plot No.21,)
Mangalam Place Sector-3,)
Rohini, Near Kali Mandir,)
New Delhi 110085, and works at Kh.66/)
1-2, Barikabadi, Vill. Moginard, Nahar)
Kala Amb (H.P.)-173030) ...Defendant

CONSENT TERMS

1. The Plaintiff and the Defendant have mutually settled their disputes arising out of the present Suit. Defendant hereby acknowledge and accept the Plaintiff's absolute proprietary and common law rights in its trade mark TUSSALYTE and TUSSALYTE formative marks.

For Gnosis Pharmaceuticals Pvt. Ltd.

(Signature)

For Meridian Enterprises Pvt. Ltd.

Managing Director

2

2. There shall be a Decree on admission in favour of the Plaintiff and against the Defendant in terms of (a) and (b) herein below: -

(a) That the Defendant by themselves, their servants, Directors, manufactures, dealers, distributors, stockiest, franchisees, agents, sister concerns, subsidiaries, representatives, affiliates and/or assigns and all persons acting for and on their behalf are hereby 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 any medicinal and/or pharmaceutical preparations and/or such allied and cognate goods the trade mark TUSLYTE-T, TUSLYTE-L AND TUSLYTE-D or using any other mark being deceptively similar in any manner whatsoever to the Plaintiffs mark TUSALYTE so as to infringe the Plaintiffs' registered trade mark TUSALYTE hearing No. 598341 dated 31.05.1993 in class 5;

(b) That the Defendant by themselves, their servants, Directors, manufactures, dealers, distributors, stockiest, franchisees, agents, sister concerns, subsidiaries, representatives, affiliates and/or assigns and all persons acting for and on their behalf are hereby 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 TUSLYTE-T, TUSLYTE-L and TUSLYTE-D or using any other mark being deceptively similar in any manner whatsoever to the Plaintiffs mark TUSALYTE so as to pass off the Defendants' goods as and for those of the Plaintiff;

For Grass Industries Pvt. Ltd.



For Maridien Enterprises Pvt. Ltd.


Managing Director

3

3. The Defendant hereby confirms and declares that it does not have in its possession unsold stocks of goods and any unused packaging material bearing impugned mark TUSLYTE-I, TUSLYTE-J, and/or TUSLYTE-D and / or any other brand extension sold under TUSLYTE. The details of the last batch of goods bearing the impugned mark TUSLYTE-I batch no.GL20368 Mfg.Date 01/2021 Exp. Date 12/2022, TUSLYTE-I batch No.GL20024 Mfg.Date 05/2020 Exp. Date 04/2022 and TUSLYTE -D batch no. GL20371 Mfg.Date 01/2021 Exp. Date 12/2022.
4. The Defendant hereby undertake that they will never use the Mark TUSLYTE or any other mark/s containing TUSLYTE or any other mark being identical with or deceptively similar to Trade Mark TUSLYTE of the Plaintiff.
5. The Defendant hereby undertake that they shall never challenge the validity or otherwise attack the Plaintiff's rights in its mark TUSLYTE in any manner whatsoever.
6. The Defendants undertake to withdraw their Trade Mark application/s, if any, filed for registration of TUSLYTE or any other mark/s containing TUSLYTE or any Trade Marks containing TUSLYTE and furnish proof thereof to the Plaintiff within a period of 20 days from date hereof.
7. The Defendants undertake to withdraw drug approval in respect of TUSLYTE-I, TUSLYTE-J and TUSLYTE-D and any other brand extension of TUSLYTE and furnish proof thereof to the Plaintiff within a period of 20 days from date hereof.
8. In view of the above, the Plaintiff gives up rest of its claims in the Suit. Accordingly, all the Notice of Motions/Applications in the Suit would be disposed of or become infructuous.

For Grass Pharmaceuticals Pvt. Ltd.



For Meridian Enterprises Pvt. Ltd.



Managing Director

4

9. Plaintiff and the Defendant hereby declare that the Consent Terms are signed by duly authorized representatives of the respective parties.

10. No order as to costs.

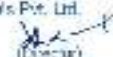
Dated this 01st day of March, 2021.

For Meridian Enterprises Pvt Ltd
For Meridian Enterprises Pvt. Ltd


Managing Director
(Sandeep Bhatnagar)
Managing Director of the Plaintiff


Mahesh A. Mahadgaol
Advocate for the Plaintiff

For Gnosis Pharmaceuticals Pvt. Ltd

For Gnosis Pharmaceuticals Pvt. Ltd.

(Ramesh Khurana)
(Director)

(Ramesh Khurana)
Director of the Defendant


Suhas S. Deokar.
Advocate for the Defendant

3 Order in terms of the consent terms. All statements are accepted as undertakings to this Court. All undertakings are also accepted.

4 Suit accordingly stands decreed in terms of prayer clauses –
(a) and (b). Drawn up decree dispensed with. Refund, if any, of court
fees in accordance with rules. All interim applications including leave
petition stand disposed.

5 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)