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C.S.(Comm.Div.) No. 159 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.11.2022

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THE HON'BLE MR. JUSTICE M. SUNDAR

C.S. (Comm.Div.) No. 159 of 2022

and

O.A.Nos.491, 492 of 2022 and A.No.3440 of 2022

in

C.S.(Comm. Div.)No.159 of 2022

M/s.Fourrts (India) Laboratories Private Limited

Having Office at

New No.172, Kamaraj Avenue II Street

Justice Ramasamy Road

Adyar, Chennai – 600 020

Represented by its Chief Executive – Finance &

Business Development Mr.K.S.Vasu

... Plaintiff

Vs.

1. M/s.Zeon Biotech

Vatva, Ahmedabad – 382 445

Gujarat

2. M/s.Biotech Life Care

144-A, Gallops Ind. Park-2

Plot No.M/13, Chacharwadi

Vasana, Ahmedabad – 382 210

Gujarat

3. M/s.Azillian Healthcare Pvt. Ltd.,

60, 61 & 66, Skyline Infra Hub



C.S.(Comm.Div.) No. 159 of 2022

B/h Intas Pharma, Matoda Patia
Changodar, Taluka Sanand

Ahmedabad – 382 220, Gujarat

...Defendants

Prayer: This Civil Suit is preferred under Order IV Rule 1 of OS rules and Order VII Rule 1 of the Code of Civil Procedure read with Sections 27, 134 and 135 of the Trade Marks Act, 1999

a) granting a permanent injunction restraining the defendants, by himself, his servants, agents, distributors, or anyone claiming through him from manufacturing, selling, advertising and offering for sale or providing services using the name PREPRO or any other similar Trade Mark name or similar sounding expression in any media and use the same in name board, invoices, letter heads and visiting cards or medicinal and pharmaceutical preparations by using any other trade mark/name which is in any way visually or deceptively or phonetically similar to the plaintiff's trade mark/name PREPRO and use the same in pouches, packets or use the mark in invoices, letters heads and visiting cards, website and internet advertising or any other trade literature or by using any other trade mark on medicinal or pharmaceutical products which is in any way visually, or phonetically similar to the Plaintiffs' registered Trade Mark No.1458575 under class-5 or in any manner infringing the Plaintiff's registered Trade Marks referred herein.

b) granting a permanent injunction restraining the defendants by himself, agents, distributors or anyone claiming through or under him from manufacturing, selling advertising and offering for sale using the name PREPRO or any other similar Trade Mark name or similar sounding



C.S.(Comm.Div.) No. 159 of 2022

expression in any media and use the same in name board, invoices, letter heads and visiting cards or medicinal and pharmaceutical preparations by using any other trade mark/name which is in any way visually or deceptively or phonetically similar to the plaintiff's trade mark/name PREPRO and use the same in pouches, packets or use the mark in invoices, letters heads and visiting cards, website and internet advertising or any other trade literature or by using any other trade mark which is in any way visually, or phonetically similar to the Trade Mark PREPRO or in any manner pass off the Plaintiff's goods.

c) directing the defendants to surrender to the Plaintiff all the pharmaceutical and medicinal preparations, packing material, cartons, advertisement materials and hoardings, letterheads, visiting cards, office stationery and all other materials containing/bearing the trademark PREPRO or other deceptively similar Trade Mark in respect of pharmaceutical and medical preparations.

d) for a preliminary decree in favour of the Plaintiff, directing the defendants to render an account of profits made by them by the use of the Trade Mark PREPRO in relation to medicine and for a final decree in favour of the Plaintiff for the amount of the profits found to have been made by the Defendants, after the Defendants have rendered accounts.

e) directing the defendants to pay to the plaintiff the costs to the suit;
and

f) pass such further or other orders, as this Hon'ble Court may deem



C.S.(Comm.Div.) No. 159 of 2022

fit and proper in the circumstances of the case and thus render justice;

For Plaintiff : Ms.J.Vennila
For Defendants : Mr.Amar D.Pandiya for D1 & D3

Mr.Hiren U.Trivedi for D2

J U D G M E N T

This consent judgment / common order is a product of compromise that has been arrived at between plaintiff and the three defendants.

2.Captioned matter is listed today under the cause list caption 'FOR REPORTING SETTLEMENT'.

3. In this consent judgment/common order, parties shall be referred to by their respective ranks in the main suit for the sake of convenience and clarity.

4. Today Ms.J.Vennila, learned counsel on record for sole plaintiff, Mr.Amar D.Pandiya, learned counsel on record for Defendants 1, 3 and Mr.Hiren U.Trivedi, learned counsel on record for second defendant are before this Commercial Division.

5. All the three aforementioned learned counsel submit in unison in one voice that the parties to the *lis* have arrived at a settlement i.e., settled the *lis* and have reduced the terms of settlement to writing by way of three



C.S.(Comm.Div.) No. 159 of 2022

separate memoranda of compromise (to be noted, each of the memorandum of compromise is between plaintiff and each of the defendants). These 'Memoranda of Compromise' shall be collectively referred to as 'MOCs' and in singular as 'I MOC', 'II MOC' and 'III MOC' for the sake of convenience and clarity. To add clarity, it is made clear that I MOC dated 22.11.2022 is between plaintiff and first defendant, II MOC dated 10.11.2022 is between plaintiff and second defendant and III MOC dated 20.09.2022 is between plaintiff and third defendant.

6. Though all three MOCs are almost *ad verbatim* the same, this Commercial Division deems it appropriate to scan and reproduce all three MOCs (with respective dockets) and the same are as follows:



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C.S.(Comm.Div.) No. 159 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

C.S. (Comm. Div.) No. 159 of 2022

M/s. Fourrts (India) Laboratories Private Limited
Having office at:
New No.172, Kamaraj Avenue II Street
Justice Ramasamy Road
Adyar, Chennai - 600 020
Represented by its Chief Executive - Finance &
Business Development, Mr. K. S. Vasu

Sr. No.	2972
Book No.	6
Page No.	68
Date	22 NOV 2022

22 NOV 2022
Plaintiff

Versus

1. M/s. Zeon Biotech
Vatva, Ahmedabad - 382 445,
Gujarat
2. M/s. Bruken Life Care
144-A, Gallops Ind. Park-2,
Plot No.M/13, Chacherwadi
Vasana, Ahmedabad - 382 210
Gujarat
3. M/s. Azilian Healthcare Pvt Ltd,
60, 61 & 66, Skyline Infra Hub
H/Inlata Pharma, Maroda Patia
Changodar, Taluka Sanand
Ahmedabad - 382 220, Gujarat



Defendants

**MEMORANDUM OF COMPROMISE BETWEEN
PLAINTIFF AND THE 1st DEFENDANT**

The Plaintiff and the 1st Defendant have agreed to compromise
the matter in the following terms:

For FOURRTS (INDIA) LABORATORIES PVT. LTD.

K. S. Vasu
K. S. Vasu

Chief Executive - Finance & Business Development

Plaintiff

FOR, ZEON BIOTECH
K. S. Vasu
PROPRIETOR

1st Defendant



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C.S.(Comm.Div.) No. 159 of 2022

2

1. The 1st Defendant agrees that the Plaintiff is the Registered Proprietor of the Trademark **PREPRO**.

2. The 1st Defendant agrees that the Plaintiff is the prior user of the Trademark **PREPRO**.

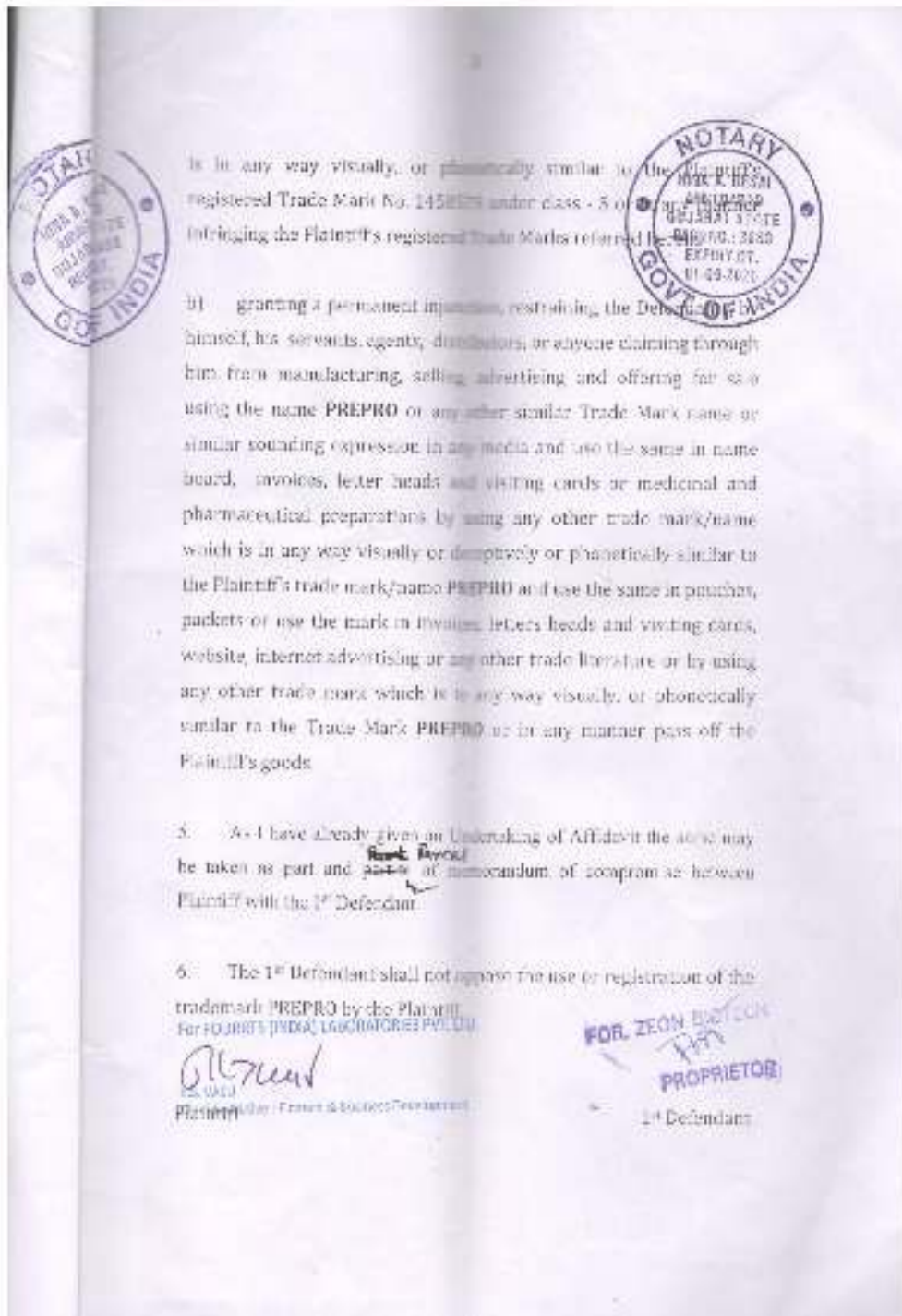
3. The terms Plaintiff and the 1st Defendant shall mean and include its heirs, executors, administrators, successors and assigns jointly and severally.

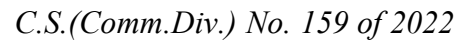
4. The 1st Defendant submits to a judgment and decree as prayed for in terms of prayers (a) & (b) of para 18 of the Plaintiff's

(c) granting a permanent injunction, restraining the Defendants, by himself, his servants, agents, distributors, or anyone claiming through him, from manufacturing, selling, advertising and offering for sale using the name **PREPRO** or any other similar Trade Mark name or similar sounding/regression in any media and use the same in name board, invoices, letter heads and visiting cards or medicinal and pharmaceutical preparations by using any other trade mark/name which is in any way visually or deceptively or phonetically similar to the Plaintiff's trade mark/name **PREPRO** and use the same in pouches packets or use the mark in invoices, letters heads and visiting cards, website, internet, advertising or any other trade literature or by using any other trade mark on medicinal or pharmaceutical products which

For POLARIS (INDIA) LABORATORIES PVT. LTD.
K.S. SURI
Chief Executive Officer & Business Development
Plaintiff

For, ZEON BIOTECH
K.S. SURI
PROPRIETOR
1st Defendant







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C.S.(Comm.Div.) No. 159 of 2022

List case on 29/11/2022
MST

IN THE HIGH COURT OF JUDICATURE AT
MADRAS
(ORDINARY ORIGINAL CIVIL JURISDICTION)
C.S. (Comm. Div.) No. 159 of 2022

M/s. Fourrts (India) Laboratories Pvt. Ltd.
Plaintiff

Vs

M/s. Zeon Biotech & 2 Others
Defendants

MEMORANDUM OF COMPROMISE BETWEEN
PLAINTIFF AND THE 1st DEFENDANT



M/S. C. DANIEL
GLADYS DANIEL
V. REVATHY
J. VENNILA
T. HEMALATHA
COUNSEL FOR PLAINTIFF
MOBILE NO: 9884441794

MR. AMAR D. PANDIYA
COUNSEL FOR 1st DEFENDANT
MOBILE NO: 9884884512

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C.S.(Comm.Div.) No. 159 of 2022

863
13
68
10 NOV 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(ORDINARY ORIGINAL CIVIL JURISDICTION)
C. S. (Comm. Div.) No. 159 of 2022

M/s. Fourrts (India) Laboratories Private Limited
Having office at
New No.172, Kamaraj Avenue II Street
Justice Ramasamy Road
Adyar, Chennai - 600 023
Represented by its Chief Executive - Finance &
Business Development, Mr. K. S. Vasu

Plaintiff

Versus

1. M/s. Zoon Biotech
Vatva, Ahmedabad - 382 445,
Gujarat

2. M/s. Brukem Life Care
144-A, Gallops Ind. Park-2,
Plot No. M/13, Chacharwadi
Vasana, Ahmedabad - 382 210
Gujarat

3. M/s. Aziljan Healthcare Pvt Ltd.,
60, 61 & 66, Skyline Infra Hub
B/h Invas Pharma, Motoda Patta
Changaodar, Taluka Sarand,
Ahmedabad - 382 220, Gujarat

Defendants

**MEMORANDUM OF COMPROMISE BETWEEN
PLAINTIFF AND THE 2nd DEFENDANT**

The Plaintiff and the 2nd Defendant have agreed to compromise
the matter in the following terms:

For FOURRTS (INDIA) LABORATORIES PVT. LTD.
K.S. VASU
Chief Executive - Finance & Business Development
Plaintiff

NOTARY
GOVT. OF GUJARAT
10 NOV 2022

BRUKEM LIFE CARE
Arunesh Sharma
Proprietor
(Shaved Arunesh)
2nd Defendant



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C.S.(Comm.Div.) No. 159 of 2022

ORIGINAL No. 863
BOOK No. 15
PAGE No. 68
FILED No. 10 NOV 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS
[ORDINARY ORIGINAL CIVIL JURISDICTION]
C. S. (Comm. Div.) No. 159 of 2022

M/s. Fourtels (India) Laboratories Private Limited
Having office at
New No.172, Kamaraj Avenue II Street
Justice Ramasamy Road
Adyar, Chennai - 600 028
Represented by its Chief Executive - Finance &
Business Development, Mr. K. S. Vasu

Plaintiff

Versus

1. M/s. Zeon Biochem
Vatva, Ahmedabad - 382 445,
Gujarat

2. M/s. Brukem Life Care
244-A, Gallops Ind. Park-2,
Plot No.W/13, Chacharwadi
Vasana, Ahmedabad - 382 210
Gujarat

3. M/s. Azilliar Healthcare Pvt Ltd.,
66, 64 & 66, Skyline Infra Hub
B/3 Intas Pharma, Matoda Patia
Changodar, Taluka Sabarmat
Ahmedabad - 382 220, Gujarat

Defendants

**MEMORANDUM OF COMPROMISE BETWEEN
PLAINTIFF AND THE 2nd DEFENDANT**

The Plaintiff and the 2nd Defendant have agreed to compromise
the matter in the following terms:

PL FOURTELS (INDIA) LABORATORIES PVT. LTD.
K.S. VASU
Chief Executive - Finance & Business Development
Plaintiff

BRUKEM LIFE CARE
Agnaveel Sharma
Proprietor
(Shared Agnaveel)
2nd Defendant

NOTARY
LEENA SHARMA
GOVT. OF GUJARAT

10 NOV 2022



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C.S.(Comm.Div.) No. 159 of 2022

In view of the decree for permanent injunction the Plaintiff's
have given up the relief contained in prayers (c), (d) & (e) in para 19 of
the suit including cost of the suit.

Dated at Chennai on this the 1st day of November 2022 30/11/2022

For FOURTHS INDIAN LABORATORIES PVT. LTD.
E.S. WADU
Chief Executive / Director & General Development
Plaintiff

BRUKEN LIFE CARE
Aryaash Sharda
Proprietor
Sharda Aryaash
2nd Defendant

Counsel for Plaintiff
Counsel for 2nd Defendant
HAREN U. TRIVEDI
(G/977/2001)
(BAR COUNCIL OF GUJARAT)

NOTARY
LEENA S. SHAIH
GOVT OF GUJARAT INDIA

NOTARY
LEENA S. SHAIH
GOVT OF GUJARAT INDIA

SOLEMNLY AFFIRMED
DEPOT FOR
LEENA S. SHAIH
GOVT OF GUJARAT
10 NOV 2022

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C.S.(Comm.Div.) No. 159 of 2022





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C.S.(Comm.Div.) No. 159 of 2022

List case on 30/11/22
MSJ

IN THE HIGH COURT OF JUDICATURE AT
MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

C. S. (Comm. Div.) No. 159 of 2022

M/s. Fourtts (India) Laboratories Pvt. Ltd.
Plaintiff

Vs

M/s. Zoon Biotech & 2 Others Defendant

MEMORANDUM OF COMPROMISE BETWEEN
PLAINTIFF AND THE 2nd DEFENDANT



M/S. C. DANIEL
GLADYS DANIEL
V. REVATHY
J. VENNILA
T. HEMALATHA
COUNSEL FOR PLAINTIFF
MOBILE NO: 9884441794

MR. HIREN U. TRIVEDI
COUNSEL FOR 2nd DEFENDANT
MOBILE NO: 9925138257



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C.S.(Comm.Div.) No. 159 of 2022

SR. NO. 1536 / 2022

Chetan Shah

CHETAN SHAH
NOTARY
GOVT. OF INDIA
27 SEP 2022 (ORDINARY ORIGINAL CIVIL JURISDICTION)

C. S. (Comm. Div.) No. 159 of 2022

M/s. Fourrts (India) Laboratories Private Limited
Having office at
New No.172, Kamaraj Avenue II Street
Justice Ramasamy Road
Adyar, Chennai - 600 020
Represented by its Chief Executive - Finance &
Business Development, Mr. K. S. Vasu

Plaintiff

Versus

1. M/s. Zeon Biotech
Vatva, Ahmedabad - 382 445, Gujarat

2. M/s. Brukem Life Care
144-A, Gollaps Ind. Park-2,
Plot No.M/13, Chacharwadi
Vasana, Ahmedabad - 382 210
Gujarat

3. M/s Azillian Healthcare Pvt Ltd,
60, 61 & 66, Skyline Infra Hub
B/h Unas Pharma, Matoda Patta
Changodar, Taluka Sanand
Ahmedabad - 382 220, Gujarat

Defendants

**MEMORANDUM OF COMPROMISE BETWEEN
PLAINTIFF AND THE 3rd DEFENDANT**

The Plaintiff and the 3rd Defendant have agreed to compromise
the matter in the following terms:

K. S. Vasu
K.S. VASU
Chief Executive - Finance & Business Development

K. S. Vasu
K.S. VASU
Director

Plaintiff

3rd Defendant

NOTARY
CHETAN SHAH
AHMEDABAD DIST.
OF GUJARAT STATE
REGD. NO.
NTR/ST/10004
EXP. 28
12/08/2021
GOVT. OF INDIA

NOTARY
CHETAN SHAH
AHMEDABAD DIST.
OF GUJARAT STATE
REGD. NO.
NTR/ST/10004
EXP. 28
12/08/2021
GOVT. OF INDIA



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C.S.(Comm.Div.) No. 159 of 2022

2

1. The terms Plaintiff and 3rd Defendant shall mean and include its heirs, executors, administrators, successors and assigns of each party.

2. The 3rd Defendant submits to a judgment and decree as prayed for in terms of prayers (a) & (b) of para 19 of the Plaint for

a) granting a permanent injunction, restraining the Defendants, by himself, his servants, agents, distributors, or anyone claiming through him from manufacturing, selling, advertising and offering for sale using the name **PREPRO** or any other similar Trade Mark name or similar sounding expression in any media and use the same in name board, invoices, letter heads and visiting cards or medicinal and pharmaceutical preparations by using any other trade mark/name which is in any way visually or deceptively or phonetically similar to the Plaintiff's trade mark/name **PREPRO** and use the same in pouches, packets or use the mark in invoices, letters heads and visiting cards, website, internet advertising or any other trade literature or by using any other trade mark on medicinal or pharmaceutical products which is in any way visually, or phonetically similar to the Plaintiff's registered Trade Mark No. 1458575 under class - 5 or in any manner infringing the Plaintiff's registered Trade Marks referred herein.

b) granting a permanent injunction, restraining the Defendants, by himself, his servants, agents, distributors, or anyone claiming through

POURAT'S (INDIA) LABORATORIES PVT. LTD.
[Signature]
[Stamp]
[Text: Director / Authorised Signatories]

Plaintiff

NOTARY
CHETAN SHIM
[Stamp]
GOVT. OF INDIA

ADILIAN HEALTHCARE PVT. LTD.
[Signature]
Director / Authorised Signatories
3rd Defendant



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C.S.(Comm.Div.) No. 159 of 2022

1

him from manufacturing, selling, advertising and offering for sale using the name **PREPRO** or any other similar Trade Mark name or similar sounding expression in any media and use the same in name board, Invoices, letter heads and visiting cards or medicinal and pharmaceutical preparations by using any other trade mark/name which is in any way visually or deceptively or phonetically similar to the Plaintiff's trade mark/name **PREPRO** and use the same in pouches, packets or use the mark in invoices, letters heads and visiting cards, website, internet advertising or any other trade literature or by using any other trade mark which is in any way visually, or phonetically similar to the Trade Mark **PREPRO** or in any manner pass off the Plaintiff's goods.

3. The 3rd Defendant shall not oppose the use or registration of the trademark **PREPRO** by the Plaintiff.

In view of the decree for permanent injunction the Plaintiff's have given up the relief contained in prayers c, d & e in para 19 of the suit including cost of the suit.

Dated at Chennai on this 27th day of September 2022

For Plaintiff: **INDIAN LABORATORIES PVT. LTD.**
[Signature]
Chief Executive Officer & Managing Director
Plaintiff

For 3rd Defendant: **AZILLIAN HEALTHCARE PVT. LTD.**
[Signature]
Director & Authorized Signatories
3rd Defendant

Counsel for Plaintiff: **SOLIMANY ASSOCIATES**
[Signature]
BEFORE ME
CHETAN SHAH
NOTARY
GOVT. OF INDIA

Counsel for 3rd Defendant: **Amar. D. Pandey**
For D-3

34/10/2022
30/11/2022

30/11
Counsel for D-3

30/11/2022

NOTARY
CHETAN SHAH
GOVT. OF INDIA

NOTARY
CHETAN SHAH
GOVT. OF INDIA



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C.S.(Comm.Div.) No. 159 of 2022

List case on 08/10/22
MST

IN THE HIGH COURT OF JUDICATURE AT
MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

C. S. (Comm. Div.) No. 159 of 2022

M/s. Fourra (India) Laboratories Pvt. Ltd.
Plaintiff

Vs

M/s. Zeon Biotech & 2 Others Defendants

MEMORANDUM OF COMPROMISE BETWEEN
PLAINTIFF AND THE 3rd DEFENDANT



M/S. C. DANIEL
GLADYS DANIEL
V. REVATHY
J. VENNILA
T. HEMALATHA
COUNSEL FOR PLAINTIFF
MOBILE NO: 9884441744

MR. AMAR D. FANDIYA
COUNSEL FOR 3rd DEFENDANT
MOBILE NO: 9884884512



C.S.(Comm.Div.) No. 159 of 2022

7. All three aforementioned learned counsel request that a compromise judgment / decree may be made in the main suit in terms of the aforementioned MOCs. Be that as it may, all three learned counsel request for dispensing with presence of the parties before this Commercial Division and make the following submissions in this regard:

- a) Parties have signed the MOCs in the presence of each other;
- b) Defendants will have to travel from Ahmedabad;
- c) Counsel for second defendant is travelling from Ahmedabad;
- d) All three counsel have counter signed the MOCs after their respective parties have signed the same;

8. Considering the nature of the matter and the terms of the compromise, in this case request for dispensing with the presence of the parties is acceded to. To be noted, it is a trademark infringement suit and the compromise is fairly simple. It is fairly simple as the defendants submit themselves to decree qua the injunctive reliefs limbs of the prayer and



C.S.(Comm.Div.) No. 159 of 2022

plaintiff has given up other limbs pertaining to surrender of alleged offending material, accounts, costs and the residuary limbs of prayer.

9. Captioned main suit in C.S. (Comm.Div.) No. 159 of 2022 is disposed of in terms of said MOCs (three MOCs) which shall form part of this consent judgment and compromise decree to be drawn up. There shall be no order as to costs. Consequently, captioned three applications are disposed of as closed. There shall be no order as to costs in the applications also.

30.11.2022

Speaking Order/Non-speaking Order

Index: Yes/No

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C.S.(Comm.Div.) No. 159 of 2022

M. SUNDAR,J.

gpa

C.S. (Comm.Div.) No. 159 of 2022
and
O.A.Nos.491, 492 of 2022 and A.No.3440 of 2022
in
C.S.(Comm. Div.)No.159 of 2022

30.11.2022