



C.S.No.847 of 2014

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.06.2023

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.S.No.847 of 2014

and

OA.Nos.1042 & 1043 of 2014 &

A.Nos.429, 430 & 433 of 2015

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

... Plaintiff

Vs.

1.Mankind Pharm Limited
236, Okhla Industrial Estate, Phase III
New Delhi 110 020.

2.Moti & Company
New No.11 (Old No.6), Appakannu Street,
Lakshmipuram
Royapettah, Chennai 600 014
and also at
No.1, Lodikhan Street
T.Nagar, Chennai 600 017.

...Defendants



Prayer: This Civil Suit is filed under Order IV Rule 1 of the Original Side Rules r/w Order VII Rule 1 of CPC r/w Sections 27, 28, 29, 134 & 135 of the Trade Marks Act, 1999, praying to pass the judgment and decree:-

a) A permanent injunction restraining the defendants, their distributors, stockists, servants, agents, retailers, legal representatives, job-workers, manufacturers 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 ADMENTA by use of deceptively similar trade mark ADMENTA or any mark similar to plaintiff's registered trade mark ADMENTA or in any other manner whatsoever;

b) A permanent injunction restraining the defendants, their distributors, stockists, servants, agents, retailers, legal representatives job-workers, manufactures 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 ADMENSIA or any other trade mark that is identical and/or deceptively similar as that of the



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plaintiff's registered trademark ADMENTA and/or use similar packaging as that of the plaintiff's products under the mark ADMENTA so as to pass off their medicinal preparations as and for the medical preparations of the plaintiff and or in any other manner whatsoever connected with the plaintiff;

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

d) The defendants 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 trade mark ADMENSIA;

e) A preliminary decree be passed in favour of the plaintiff directing the defendants to render accounts of profits made by it by use of the trademarks ADMENSIA which is identical and/or deceptively similar and a final decree be passed in favour of the plaintiff for the



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amount of profits found to have been made by the defendants after the latter has rendered accounts;

f) for costs of the entire proceedings, and;

For Plaintiff : M/s.Arun C.Mohan

For 1st Defendant : Mr.T.D.Selvan Babu

ORDER

The learned counsel for the plaintiff and the first defendant filed a Joint Compromise Memo dated 14.06.2023. As per the terms of Joint Compromise Memo, the first defendant agreed to submit to the decree in respect of prayers (a) & (b) of the plaint. On his part, the plaintiff undertakes not to press for the other reliefs namely c to f made in the plaint. The plaintiff also agrees not to press for any reliefs in respect of the second defendant who acted as C & F agent of the first defendant.



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2. The Joint Compromise Memo is signed by the authorized signatory of the plaintiff's Company Mr.Radha Kumar and the Company Secretary of the first defendant's Company Mr. Pradeep Chugh. The Joint Compromise Memo is countersigned by the counsel for the plaintiff and the first defendant, identifying their parties.

3. In view of the same, this Court is inclined to record the said memo of compromise and there shall be a judgment and decree in terms of the Joint Compromise Memo dated 14.06.2023. The Joint Memo of Compromise shall form part of the decree. No costs. Consequently, connected Miscellaneous Petitions are closed.

16.06.2023

Index : Yes / No
Internet : Yes / No
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S.SOUNTHAR , J.
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