

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

INTERIM APPLICATION (L) NO. 32413 OF 2024

IN

COMMERCIAL IP SUIT (L) NO.32279 OF 2024

WITH

COURT RECEIVER REPORT NO.254 OF 2025

WITH

COURT RECEIVER REPORT NO.241 OF 2025

WITH

COURT RECEIVER REPORT NO.5 OF 2025

WITH

LEAVE PETITION (L) NO.32473 OF 2024

Sun Pharma Laboratories Limited & Anr.

...Applicants/Plaintiffs

Versus

Avocado Pharmaceuticals Private Limited & Anr.

...Defendants

Ms. Archita Gharat a/w Ms. Niyati Davawala, Mr. Anil Shete, Ms. Dixita Singh i/b Niyati Davawala, for the Applicants/Plaintiffs.

Mr. Madhur Rai a/w Mr. Yogesh J. Mishra i/b PRS Legal, for Defendant No.1.

Ms. Samruddhi Naik i/b Ms. Pooja Jain, for Defendant No.2.

Mr. Deepak S. Bhalerao, Second Assistant to Court Receiver, present.

CORAM : ARIF S. DOCTOR, J.

DATE : 10th OCTOBER, 2025.

P.C.

1. Learned counsel for the parties have today tendered Consent Minutes of the Order by which it is submitted that all the disputes and differences between the parties in the Captioned Commercial IP Suit have been amicably resolved. The Consent Minutes of the Order are duly signed by the the Advocates for the parties.

2. Having due regard to the fact that the Consent Minutes of the Order are marked as "X" for identification and taken on record, the same are scanned and reproduced herewith.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMP SUIT (L) NO. 32279 of 2024

1.Sun Pharma Laboratories Limited)
A company incorporated under the)
Companies Act, 1956 having its)
corporate office and principal place of)
business at Sun House,)
Plot No. 201 B/1, Western Express Highway,)
Goregaon (East), Mumbai 400063.)

2. Sun Pharmaceutical Medicare Limited)
A company incorporated under the)
Companies Act, 2013 having its)
corporate office and principal place of business at)
Sun House, Plot No. 201 B/1,)
Western Express Highway,)
Goregaon (East), Mumbai 400063.)

...Plaintiffs

Vs.

1. Avocado Pharmaceuticals Private Limited)
A private limited company incorporated under the)

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Companies Act, 1956 having its registered)
 Address at 8/1919-B, Vallanchira,)
 Nilabur road, Manjeri, Manjeri Bazar,)
 Malappuram, Ernad, Kerala, India, 676121)
Also having its address at)
 #39, 2nd Floor, NGEF Lane, Indira Nagar,)
 Stage 1, Bangalore-560038)

2. Alapati Pharma)
 A partnership firm having its address at)
 D NO 12/1407, Alapati Pharma,)
 Kurnool Road, Pernamitta, Prakasam,)
 Andhra Pradesh, 523233.)
Also having its address at 467,)
 Pernamitta-523 233 (A.P))

...Defendants

CORAM: ARIF DOCTOR, J.

DATED: 10th OCTOBER 2025

CONSENT MINUTES

1. The Defendants have agreed to amicable settlement with the Plaintiffs.





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2. By consent, Leave under Clause XIV of the Letters Patent Act (Clause XIV Petition (L) No. 32473 of 2024) be allowed as against the Defendants.

3. The Defendants hereby acknowledge and admit the proprietary rights of the Plaintiffs in its marks 'ANOFER' registered under Nos. 319218, 2053049 & 2699043 in class 05 being used by the Plaintiffs in relation to its pharmaceuticals and medicinal preparations as more particularly mentioned in the plaint and agree not to challenge the said rights in mark 'ANOFER' in future.

4. The Defendants agree and undertake that they shall not hereafter in any manner use the impugned mark 'AVOFER' and any other mark, which is identical with/substantially /deceptively similar to the Plaintiff's registered marks 'ANOFER' registered under Nos. 319218, 2053049 & 2699043 in class 05.

5. The Defendants accordingly submit to a Decree in favour of the Plaintiffs in terms of prayers (a) and (b) of the Plaint, which reads as under:

(a) *that the Defendants by themselves, their partners, directors, affiliates, associate/s, sister/group companies, employees, servants, agents, dealers, stockist, distributors,*



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purchasers, assignees, licensees, e-commerce and warehouse aggregators and all those connected with them in their business be restrained by a perpetual order and injunction of this Hon'ble Court from using in any manner in relation to their medicinal and pharmaceutical preparations the impugned mark 'AVOFER' or any mark deceptively similar thereto and any mark identical and/or deceptively similar to the Plaintiffs' 'ANOFER' trademarks registered under Nos. 319218, 2053049 & 2699043 in class 05, so as to infringe the Plaintiffs' registered trademarks;

- (b) *that the Defendants by themselves, their partners, directors, affiliates, associates, sister/group companies, employees, servants, dealers, stockist, distributors, agents, assignees, licensees, e-commerce and warehouse aggregators and all those connected with them be restrained by a perpetual order and injunction of this Hon'ble Court from using, manufacturing, stocking, selling, marketing, promoting, advertising, distributing, exporting, importing, exhibiting, displaying and/or offering for sale or otherwise in shops or on their own website or any other website owned, managed and/or controlled by the Defendant/s or on any other e-commerce platforms/sites or websites and/or using in any manner in*

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relation to their medicinal and pharmaceutical preparations the impugned mark 'AVOFER' or any mark identical and/or deceptively similar thereto being confusingly similar to the Plaintiffs' 'ANOFER' trademarks so as to pass off or enable others to pass off the Defendants goods as and for that of the Plaintiffs;

6. The Defendants further agree and undertake to provide the details of the last batch of the impugned goods bearing the impugned trade mark 'AVOFER', details whereof are set out herein below:

Sr No	Impugned Product With All Extensions or variants	Last Batch No.	Mfg Date	Expiry Date	Total quantity of last batch manufactured	Existing Qty Stock
1	Avofer-XT	AFX-10241	10/2024	03/2026	4380	0

7. The Defendants represent and confirm that they have not adopted and used any other variant of 'AVOFER' other than "Avofer-XT".





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8. The Defendants agree and undertake to remove all the listings, if any, on various online websites, e-commerce platforms, online business directories, and social media handles bearing the impugned trade mark and/or packaging 'AVOFER' or any other trade mark and/or packaging which is/are deceptively similar to Plaintiff's registered trademarks and/or packaging 'ANOFER'.
9. The parties agree that the finished and packaging material seized by the Court Receiver shall be opened by the Defendants in presence of Plaintiffs and the pharmaceuticals and medicinal preparations therein shall be returned to the Defendants and the segregated packaging material/ label carrying the impugned mark 'AVOFER' shall be destroyed within a period of 4 weeks from today by the Defendants in the presence of the Plaintiffs and the Defendants' representatives and the Defendants will do this destruction at their own cost.
10. Defendant No. 1 undertakes that it will withdraw the trademark application bearing the impugned mark " bearing application number 6166243 in class 05 within 2 weeks from today and simultaneously forward copies of such letters seeking withdrawal of its applications/registrations duly acknowledged by the Trade



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Marks Registry and/or Copyright Office, to the Plaintiff or its Advocates.

11. The Defendants undertake that they have not filed/will not file in future any application seeking registration of the impugned mark and any other mark which is identical with/substantially /deceptively similar to the Plaintiff's registered marks 'ANOFER' with the Registrar of Trade Marks. In case the Defendants have filed any such application/s, the Defendants undertake to withdraw all such applications/registrations within a period of 3 weeks from the date of executing these terms. The Defendants shall simultaneously forward copies of such letters seeking withdrawal of its applications/registrations duly acknowledged by the Trade Marks Registry, to the Plaintiffs or its Advocates.

12. As regards the Plaintiffs claim of damages mentioned in prayer clause (d) of the Plaint, the Defendants have jointly issued a Demand Draft bearing number 500248 drawn on ICICI Bank dated 19.09.2025 in favour Sun Pharma Laboratories Limited for an amount of Rs. 3,00,000/- (Rupees Three Lakh Only) towards costs mutually agreed upon between the parties and towards full and final settlement of this suit.

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13. The Defendants agree that in the event of any breach/violation of any clause of these consent terms, they undertake to forthwith pay to the Plaintiffs liquidated damages of Rs. 10,00,000/ (Rupees Ten lakhs only) in addition to any remedies the Plaintiffs are entitled to.

14. Refund of court fees as per rules.

15. By consent, the above Commercial IP Suit (L) No. 32279 of 2024; Interim Application (L) No. 32413 of 2024 and Leave Petition (L) No. 32473 of 2024 be disposed of accordingly.

Dated this 10th day of October, 2025


For Adv Niyati Davawala
Advocates for Plaintiffs


PRS Legal
Advocate for Defendant
No. 1


For Adv. Pooja Jain
Advocate for Defendant
No. 2

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ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. IP SUIT (L) NO. 32279 of 2024

Sun Pharma Laboratories Limited & Anr

... Plaintiffs

V/s

Avocado Pharmaceuticals Private Limited & Anr

... Defendants

CONSENT MINUTES

Dated this 10th day of October, 2025



3. The undertakings given in the Consent Minutes of the Order are accepted as undertakings given to the Court.

4. The Suit is disposed of in terms of the said Consent Minutes of the Order.
5. At the outset, parties by consent agreed that the petition filed for Leave under Clause XIV be allowed. The same is accordingly allowed.
6. The Court Receiver's Reports shall stand disposed of.
7. The Court Receiver will stand discharged without passing of accounts on the Applicant/Plaintiff undertaking to make payment of all the necessary costs, charges and expenses of the Court Receiver.
8. All pending applications are disposed of.
9. Refund of Court fees as per rule.

[ARIF S. DOCTOR, J.]