



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

COMMERCIAL IP SUIT (L) NO. 7328 OF 2025
WITH
LEAVE PETITION (L) NO. 7510 OF 2025
WITH
COURT RECEIVER'S REPORT NO. 207 OF 2025
IN
INTERIM APPLICATION (L) NO. 7425 OF 2025
IN
COMMERCIAL IP SUIT (L) NO. 7328 OF 2025

Procter and Gamble Health Limited and Anr.

...Plaintiffs

Versus

Menrik Biomerge Pvt Ltd and Ors.

...Defendants

*Mr. Karan Khiani, Mr. Rohan Lopes, Ms. Rashmi Singh for Plaintiff.
Ms. Charushila Vaidya, 2nd Assistant To Court Receiver.
Mr. Aatit Saiyed, Ms. Gauri Bansal for Defendant No. 1.*

Coram : Sharmila U. Deshmukh, J.

Date : 25th June, 2025.

P. C. :

1. As the Parties have settled the matter, Leave Petition is allowed.
2. In the present suit, the Consent Terms between the Plaintiffs and Defendant Nos. 2 and 3 were accepted yesterday and decree on admission was passed *qua* the Defendant Nos. 2 and 3. Today, the Consent Terms between the Plaintiffs and Defendant No. 1 are

tendered and same is taken on record and marked 'X' for identification. The Consent Terms are signed by the constituted attorney of Plaintiff No. 1 and Plaintiff No. 2 and authorised signatory of Defendant No. 1. The copy of resolution passed by Defendant No. 1 is annexed to the Consent Terms. The authorized signatory of Defendant No. 1 is present through video conferencing and reiterate the terms of Consent Terms. He is represented by Advocate and has understood the consequences of decree on admission.

3. In view of Consent Terms, the suit is decreed *qua* Defendant No. 1 in terms of prayer clauses (a), (b), (c) and (e), which reads thus :

“(a) that the Defendants by themselves, their promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc. be restrained by a permanent order and injunction of this Hon’ble Court from using the mark NUROXYBION FORTE and/or any other mark identical and/or deceptively similar to the Second Plaintiffs’ NEUROBION trade marks including but not limited to those under registrations Nos. 623299, 1249547, 2168629 and 2014656 amongst others, in any manner whatsoever upon and in relation to their business, so as to infringe the same;

(b) that the Defendants by themselves, their promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc. be restrained by a permanent order and injunction of this Hon’ble Court from using the mark NUROXYBION FORTE and/or any other mark identical and/or deceptively similar to the Second Plaintiff’s NEUROBION trade marks and/or any packaging/trade dress/get-up/layout/colour scheme identical and deceptively similar to the packaging/trade dress/get-up/layout/colour scheme employed by the Second Plaintiff’s in respect of its

products thereunder so as to pass off or enable others from passing off their goods or business as and for that of the Plaintiffs or in any manner convey a connection with the Plaintiffs;

(c) that the Defendants by themselves, their promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc., be restrained by a permanent order and injunction of this Hon'ble Court from infringing the Second Plaintiff's copyright subsisting in artwork comprising



the packaging of its products under its trade mark NEUROBION and/or any other artwork comprising the packaging of its products under the NEUROBION trade marks by exposing for sale or using them or copying/reproducing or causing reproduction of the same in any packaging or literature or any colourable imitation or substantial reproduction thereof in any manner whatsoever;

(e) that the Defendants by themselves, their promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc., be ordered and decreed to deliver-up for destruction, to the Plaintiffs or their authorized representatives or attorneys, all products, labels, packaging, containers, cartons, material, boards, goods, things bearing the mark NUROXYBION FORTE and/or any other mark identical and/or deceptively similar to the Second Plaintiff's NEUROBION trade marks and/or any artwork/packaging/trade dress/get-up/layout/colour scheme identical and/or deceptively similar to the artwork/packaging/trade dress/get-up/layout/colour scheme employed by the Second Plaintiff in respect of its products under the NEUROBION trade marks."

4. Decree to be drawn up accordingly.
5. The Court Receiver's Report is disposed of.
6. Court Receiver is discharged without passing of accounts. The costs, charges and expenses of Court Receiver to be borne by the

Plaintiff within a period of seven days upon called by the Office of Court Receiver.

7. Other Interim Applications do not survive for consideration and stand disposed of.

[Sharmila U. Deshmukh, J.]