



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

COMMERCIAL IP SUIT NO. 381 OF 2025

Ajanta Pharma Limited

... Plaintiff.

Versus

Sunways Rohto Pharmaceutical Pvt. Ltd.

... Defendant.

Mr. Ashutosh Kane, Vedangi Soman a/w. Divya Raut i/by W.S. Kane & Co. for the Plaintiff.

Mr. Nishank Barolia i/by Khurana and Khurana Advocates for the Defendant.

Coram : Sharmila U. Deshmukh, J.

Date : July 21, 2025

P.C. :

1. This Court is informed that the matter has been settled between the parties. The consent terms are tendered, which are taken on record and marked "X" for identification.
2. The consent terms are signed by the authorised signatory of the Plaintiff and the Defendant, who are present in Court. The Board Resolutions are annexed to the consent terms. The authorised representative of the Plaintiff and the Defendant reiterate the terms of the consent terms. Their identities are verified by their respective Counsel and by their Aadhaar Cards, which are annexed to the consent terms.

3. The statement made in the consent terms is accepted as undertaking given to this Court. The Defendant submit to a decree on admission in terms of prayer Clauses (a) and (b) of the plaint, which reads as under:

- “(a)** that the Defendant by itself, its directors, agents, servants, stockists, dealers, distributors, importers, exporters and all persons claiming through it be restrained by a permanent order and injunction of this Hon'ble Court from infringing the Plaintiff's registered trade mark OLOPAT bearing Registration No. 1370425 in Class 05 by the use of the impugned trade mark OLOPAT and/or any other trade mark containing the word "OLOPAT" or any other word deceptively similar thereto and/or any other trade mark identical with or deceptively similar to the Plaintiff's said registered trade mark "OLOPAT" in respect of the goods covered by the Plaintiff's aforesaid registration and/or similar goods or in any other manner whatsoever.
- (b)** that the Defendant by itself, its directors, agents, servants, stockists, dealers, distributors, importers, exporters and all persons claiming through it be restrained by a permanent order and injunction of this Hon'ble Court from manufacturing, marketing, selling, advertising, exporting, trading in and or otherwise dealing in medicinal and pharmaceutical preparations and/or similar goods under the impugned trade mark "OLOPAT" and/or any other trade mark containing the word "OLOPAT" or any other word deceptively similar thereto and/or any other trade mark identical with/ deceptively similar to the Plaintiff's said trade mark "OLOPAT" so as to pass off or enable others to pass off the Defendant's impugned goods as and for the Plaintiff's said well-known goods or in any other manner whatsoever”

- 4.** The suit is decreed on admission in terms of the consent terms in terms of prayer clauses (a) and (b).
- 5.** Refund of court fees as per Rules.
- 6.** Decree be drawn up accordingly.
- 7.** Interim Applications if any do not survive for consideration and same stands disposed of.

[Sharmila U. Deshmukh, J.]