



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

INTERIM APPLICATION NO. 2700 OF 2025
IN
COMMERCIAL IP SUIT NO. 333 OF 2025

Sun Pharma Laboratories Limited ... Applicant/Plaintiff.

Versus

Manisha Agarwal ... Respondent/Defendant.

Mr. Alankar Kirpekar, Mr. Rajas Panandikar and Mr. Ayush Tiwari i/by Shekhar Bhagat and Neelaja Kirpekar for the Applicant/Plaintiff.
Mr. Deepak S. Bhalerao, 2nd Assistant to Court Receiver, present.

Coram : Sharmila U. Deshmukh, J.

Date : November 18, 2025

P.C. :

1. Learned counsel appearing for the Plaintiff tenders the affidavit of service evidencing the service upon the Defendant Nos.4 and 5. By order dated 18th June, 2025, Defendant Nos.4 and 5 were permitted to be added as Defendants and the consequential amendments were carried out in the body of the plaint.
2. Despite service, none appears on behalf of the added Defendant Nos.4 and 5.
3. Mr. Kirpekar, learned counsel appearing for the Plaintiff submits that the *ex parte* ad-interim order dated 13th March, 2025 came to be

executed at the premises of Defendant No.3 on 7th April, 2025, wherein certain documents were found including purchase order, manufacturing agreements affirming the mention of Defendant No.4. He would further submit that the documents indicate that Defendant No.4 is engaged in selling the impugned product under the trade mark "OLIANCE-F". He would submit that the documents also indicated the involvement of Defendant No.5 in marketing of the impugned product. He submits that by order of 13th March, 2025, this Court has come to a *prima facie* finding of the deceptive similarity between the registered mark "OLEANZ" and the impugned mark "OLIANCE" and "OLIANCEF". He submits that considering that Defendant Nos.4 and 5 are involved in the marketing of the said product, the order of 13th March, 2025 be extended against the Defendant Nos.4 and 5.

4. Perusal of the affidavit of service would indicate that the Defendant Nos.4 and 5 have been duly served. Despite being served, none appears on behalf of Defendant Nos.4 and 5. The Plaintiff has specifically pleaded that during the execution of the ad-interim order by the Court Receiver, certain documents were found including purchase order, invoice etc. which *prima facie* indicates that Defendant Nos.4 and 5 are engaged in marketing of the impugned product under the impugned trade mark. As by order of 13th March, 2025, there is a *prima facie* finding of deceptive similarity by use of the

impugned trade mark, the ad-interim relief granted in terms of prayer clauses (a) and (b) is extended against the Defendant Nos.4 and 5.

5. Mr. Kirpekar would further submit that as leave under clause XIV of Letters Patent has been granted, the ad-interim relief in respect of passing off be considered.

6. The comparison of the rival products which have been reproduced in the order of 13th March, 2025 would indicate that the Defendants have designed its product in the manner so as to pass off its product as that of the Plaintiff's. The goodwill and reputation which has been earned by the Plaintiff in the context of the registered trade mark shows that for the year 2023-2024, the sales turnover is to the tune of Rs.5985.86 lakhs. There is a sufficient material on record to *prima facie* demonstrate the reputation and goodwill and considering that the user of trade name claimed by the Defendant since the year 2019. The Defendant is a late entrant in the market. The Plaintiff having garnered enormous reputation and goodwill, the use of the impugned mark is likely to cause damage to the Plaintiff's reputation and goodwill. *Prima facie* case for grant of ad-interim relief is made out and is hereby granted in terms of prayer clause (c), which read as under:

"(c) that pending the hearing and final disposal of the suit, the Respondents by themselves, their promoters, proprietors,

partners, directors, servants, agents, stockists, distributors, e-commerce and warehouse aggregators, dealers, franchisees, licensees, assigns, predecessors and all persons claiming through and/or under them or acting on their behalf be restrained by a temporary order and injunction of this Hon'ble Court from manufacturing, selling, advertising, distributing, marketing, exhibiting for sale or otherwise dealing in medicinal or pharmaceutical preparations or like goods under the impugned trade mark 'OLIANCE-F' or any other trade mark identical with and/or deceptively similar to the Applicant's trade mark 'OLEAN', so as to pass off the Respondents' impugned goods or like goods as and for the Applicant's goods or in any other manner whatsoever;"

7. Ad-interim relief in respect of passing off is in addition to the earlier ad-interim granted by order dated 13th March, 2025.
8. List the Application for further consideration on **15th December, 2025.**
9. Ad-interim relief granted earlier to continue till the next date.

[Sharmila U. Deshmukh, J.]