

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
WITH
COURT RECEIVERS REPORT NO.196 OF 2025**

Sun Pharma Laboratories Limited

...Plaintiff

Versus

Manisha Agarwal and Ors.

...Defendants

*Mr. Rajas Panandikar a/w. Mr. Ayush Tiwari i/b. Shekhar Bhagat &
Neelaja Kirpekar, for the Plaintiff.
Mrs. Naina Poojary, Master (Admn.), Court Receiver.*

CORAM : SHARMILA U. DESHMUKH, J.

DATE : DECEMBER 15, 2025

P. C. :

1. By order of 13th March, 2025, this Court had granted ad-interim relief in terms of prayer clause (a) and (b). Subsequently, the commission was executed by the Court Receiver and report has been tendered.
2. Subsequently, Defendant Nos. 4 and 5 were impleaded by order of 18th June, 2025 and by order of 18th November, 2025, Leave Petition has been allowed. By order of 18th November, 2025 ad-interim relief in

respect of passing off was granted in addition to the earlier ad-interim relief.

3. Despite service, the Defendants have chosen not to participate in the proceedings. As the commission has been duly executed, the Defendants are aware about the passing of ad-interim relief. In the absence of any response, there is no reason as to why the ad-interim relief granted by orders of 13th March, 2025 read with 18th November, 2025 should not be confirmed as interim relief.

4. Interim Application is made absolute in terms of prayer clause (b) and (c).

5. Court Receivers Report is disposed of. Court Receiver is discharged with passing of accounts. All costs, charges and expenses of the Court Receiver to be paid by the Plaintiff within a period of eight weeks of demand being raised by the Court Receiver.

[SHARMILA U. DESHMUKH, J.]