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C.S(COMM DIV) No. 83 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-09-2025

CORAM

THE HONOURABLE MR.JUSTICE N.SENTHILKUMAR

C.S(COMM DIV) No. 83 of 2025

and

OA Nos. 305 to 307 of 2025 & A No. 1565 of 2025

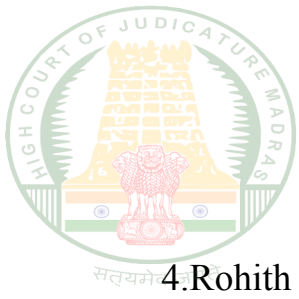
1. Apollo Hospitals Enterprise Ltd
Having its Reg. office at
No 19 Bishop Gardens
Raja Annamalaipuram,
Chennai 600 028, Rep by its Authorised
Signatory Mr S.M.Mohan Kumar

2.Apollo Health And Lifestyle Limited
7-1- 617/ A , 615 and 616
Imperial Towers, 7th Floor, Ameerpet,
Hyderabad, Telengana 500038
Rep by its Authorised Signatory
Mr S.M.Mohan Kumar

Appellant(s)

Vs

1. Apollo Medical Laboratory
A partnership firm having office at
II Floor, City Centre, Fort Road, Kannur,
Kerala-6700001
Rep by its Partners
2.Abdulla Zubair
3.Dr Jayadeep



C.S(COMM DIV) No. 83 of 2025

4.Rohith Das

5.P Prasad

6.Linesh N K

2 to 6 partners, APOLLO Medical Laboratory,
All having office at II Floor, City Centre, Fort
Road, Kannur, Kerala 670 001

7.Diagnosis Evaluation and Research Pvt Ltd

Having Reg. Office at
City Centre, Fort Road, Kannur
Kerala 670001

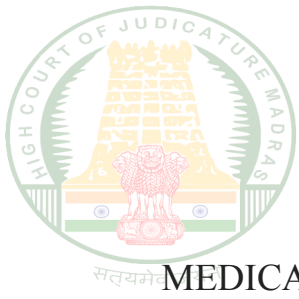
Rep by its Director Mr Abdulla Zubair

Respondent(s)

PRAYER

a. Permanent injunction restraining the Defendants, its proprietor/directors/partners officers, dealers, distributors, successors-in-business, servants, agents, employees, representatives and all other persons claiming through or under them from in any manner from infringing the registered trademarks of the Plaintiff including but not limited to "Apollo" "Apollo Hospitals" "Apollo Diagnostics" "Apollo Lab", "Apollo Medical Centre" and "Apollo Clinic" and its variants by using the "APOLLO MEDICAL LABORATORY/  mark and/or any other mark identical and/or deceptively similar mark in any other manner whatsoever.

b. Permanent injunction restraining the Defendants, its proprietor/directors/partners, officers, dealers, distributors, successors-in-business, servants, agents, employees, representatives and all other persons claiming through or under them from in any manner from passing off and/or enabling others to pass off the Plaintiff's trademarks including but not limited to "Apollo" "Apollo Hospitals" "Apollo Diagnostics" "Apollo Lab", "Apollo Medical Centre" and "Apollo Clinic" and its variants by using the "APOLLO



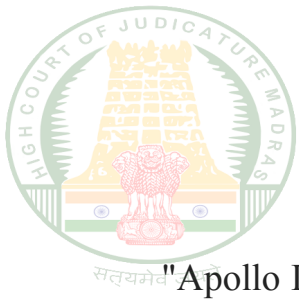
C.S(COMM DIV) No. 83 of 2025

WEB COPY MEDICAL LABORATORY/  " mark and/or any other mark identical and/or deceptively similar mark in any other manner whatsoever.

C. Permanent injunction restraining the Defendants its proprietor/directors/partners and officers, dealers, distributors successors-in-business, servants, agents, employees, representatives and all others persons claiming through or under them from in any manner from diluting the distinctive character of Plaintiffs' trademarks including but not limited to "Apollo" "Apollo Hospitals" "Apollo Diagnostics" "Apollo Lab", "Apollo Medical Centre" and "Apollo Clinic" and its variants or indulging in any activity which takes unfair advantage of Plaintiffs' goodwill and reputation in Plaintiffs' registered trademarks or by any activity amounting to unfair trade practice.

d. The Defendants be ordered to surrender to the Plaintiffs for destruction all labels, cartons, containers, packaging materials, blocks, dyes, prints, screen prints, notices, pamphlets, advertisements, hoardings, and other promotional materials bearing the ""APOLLO MEDICAL LABORATORY/  " mark which is identical to the Plaintiff's registered trademark "Apollo" "Apollo Hospitals" "Apollo Diagnostics" "Apollo Lab", "Apollo Medical Centre" and "Apollo Clinic" and its variants;

e. Permanent injunction restraining the Defendants its proprietor/directors/partners and officers, dealers, distributors successors-in-business, servants, agents, employees, representatives and all others persons claiming through or under them from in any manner selling/transferring/assigning their business or trade name bearing the name "APOLLO MEDICAL LABORATORY/  and its variation to any third party in any manner that directly or indirectly infringes upon or passes off the Plaintiffs' trademarks, including but not limited to "Apollo", "Apollo Hospitals",



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"Apollo Diagnostics", "Apollo Lab", "Apollo Medical Centre", "Apollo Clinic", and its variants.

f. Pass a Preliminary decree in favour of the Plaintiffs directing the Defendants for rendition of their accounts of sales and profits of the impugned goods sold by the Defendants under the impugned mark "APOLLO MEDICAL LABORATORY/  mark and a final decree be passed in favour of the Plaintiffs for the amount of profit found to have been made by the Defendants after such accounts are rendered;

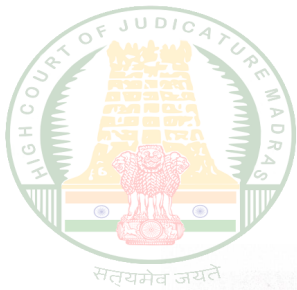
g. Defendants be ordered and decreed to pay the Plaintiffs a sum of 10,00,000/- as compensatory damages for committing acts of infringement of trademark and passing off or such other sum as may be found due and payable by Plaintiffs.

For Appellant(s): Mr.Giridharan P

For Respondent(s): Mr. T.Sezhian (for D1, D5 & D6)

JUDGMENT

Both the learned counsel for the parties submit that a settlement was reached between the parties and parties have executed a diagnostics service agreement (settlement agreement) dated 29.05.2025. The learned counsel for the plaintiffs submitted a memo dated 15.09.2025 stating that the plaintiffs and defendants have resolved the dispute amicably and arrived at an amicable settlement. The settlement agreement dated 29.05.2025 entered into between the parties is taken on file and is usefully extracted as under:



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₹ 200	₹ 200
കേരള സർക്കാർ GOVERNMENT OF KERALA e-Stamp	
e-Stamp Serial Number : 202526000001321752 Verification Code : 201455488V	
Govt. Reference No.(GRN)	: KL009779327202526E
Purpose	: Agreement or memorandum of an agreement - if not otherwise provided for
Amount of Stamp Paper Purchased in Numeral	: ₹ 200
Amount of Stamp Paper Purchased in Words	: Rupees Two Hundred
Stamp Paper Purchased on	: 29/05/2025
First Party Name	: CEO
First Party Address	: APOLLO HEALTH AND LIFE STYLE LIMITED, AMEERPET, HYDERABAD
Second Party Name	: PARTNER
Second Party Address	: NANOGEN MEDICAL LABORATORY, KANNUR
Vendor Code & Name	: 19011816 - JAGATHEESH K P
Treasury Code & Name	: 1901 - District Treasury, Kannur

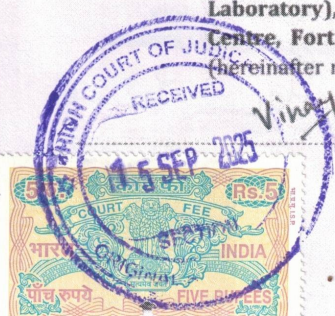
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DIAGNOSTICS SERVICE AGREEMENT

This Diagnostics Service Agreement ("Agreement") is executed at on this the 29th day of May, 2025 by and between:

Apollo Health and Lifestyle Limited (CIN: U85110TG2000PLC115819), a company incorporated under the Companies Act, 1956 having its registered office at 7-1-617/A, 615 & 616, Imperial Towers, 7th Floor, Ameerpet, Hyderabad- 500038 hereinafter referred to as "**First Party/AHLL**" which expression, unless repugnant to the meaning or context thereof, shall mean and include its successors and permitted assigns;

AND Nanogen Medical Laboratory (formerly known as Apollo Medical Laboratory), a partnership firm having its registered office at II Floor, City Centre, Fort Road, Kannur, Kerala - 670001 represented by its Partners (hereinafter referred to as the "**Second Party/AML**") which expression, unless repugnant to the meaning or context thereof, shall mean and include its successors and permitted assigns;



This can be verified by
<https://www.estamp.treasury.kerala.gov.in/index.php/estamp>
Serial Number and Verification Code.

In case of any discrepancy, please inform the competent authority.



JAGATHEESH
Acting Stamp Vendor
Taluk Office, Kannur



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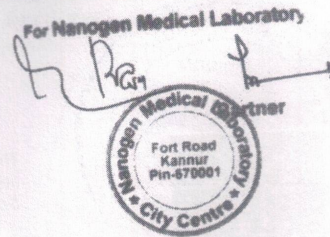
repugnant to the meaning or context thereof, shall mean and include its successors and permitted assigns;

The First Party and AHLL are collectively referred to as "**Parties**" and individually referred to as "**Party**".

WHEREAS

- A. AHLL is a retail healthcare company engaged in the business of offering clinical laboratory testing services and other health care services across India.
- B. The Second Party is in the business of operating a pathology/diagnostics laboratory at II Floor, City Centre, Fort Road, Kannur, Kerala - 670001.
- C. This agreement is arising out of the Trademark Infringement dispute between the parties herein wherein it was observed that the Second Party was operating a diagnostic/pathology lab in the name and style of 'Apollo Medical Laboratory' at City Centre Kannur while infringing the "Apollo" Trademark. As such, the First Party has filed a Trademark Infringement suit against the Second Party and matter is sub-judice.
- D. The Second Party was operating 'Apollo Medical Laboratory' in partnership with one Mr. Abdulla Zubair who is the Chairman of Diagnosis Evaluation and Research Private Limited ("DERPL"), a franchise of the First Party herein.
- E. The Second Party has changed the name of its Partnership Firm to Nanogen Medical Laboratory by execution of Deed of Reconstitution of Partnership with Mr. Abdulla Zubair being a 33.33% stakeholder and agrees to convert its business to a Private Limited company under the name of "Nanogen Medical Laboratory Pvt Ltd" at the earliest.
- F. The Second Party agrees to stop the usage of the brand name "Apollo" in 'Apollo Medical Laboratory' which is in partnership with DERPL and completely dissolve the Laboratory/Firm and rename the same to "Apollo Diagnostics" and Nanogen as Associate during the subsistence of this Agreement.

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- G. In order to resolve the dispute, the parties have initiated negotiations and both parties have mutually agreed to resolve the dispute with regard to the said Trademark Infringement, amicably, through constructive dialogue. As such, the parties have met in-person at Hyderabad at the First Party's office and have agreed on the following by way of a Memorandum of Understanding ("MOU"):
- a. That the First Party will enter into a strategic arrangement with the Second Party for operating the 'Apollo Medical Laboratory' under the brand name of "Apollo Diagnostics" through this Diagnostics Service Agreement.
 - b. That the Second Party agrees to pay a mutually agreed fee of INR10,00,000/- (Indian Rupees Ten Lakhs Only) to the First Party as a compensation for the infringement of the "Apollo" trademark and to indemnify the loss that took place in the course of the last four (4) years.
 - c. The First Party has a right but not an obligation to acquire the business of the Second Party at mutually agreed commercial terms i.e a certain multiple of relevant EBITDA (Annual) within a period of One (1) year from the date of execution of this Agreement ("Acquisition").
 - d. Upon execution of definitive agreement(s) the First Party shall withdraw all such pending litigations against the Second Party.
- H. Considering the situation of infringement and considering the business of the Second Party, the First Party is interested to take over and manage the Second Party's business and to enhance the business in a more standardized manner.
- I. The Second Party hence agreed to permit the First Party to manage the Second Party's business on the terms and conditions mentioned herein below.
- J. The First Party agrees to withdraw all such legal proceedings currently on-going against the Second Party, upon execution of this Agreement.

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For Nanogen Medical Laboratory





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NOW THEREFORE IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS HEREIN CONTAINED, AND EACH INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO AGREE AS FOLLOWS:

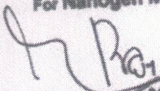
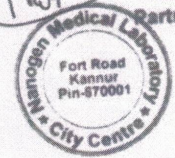
1. SCOPE OF SERVICES

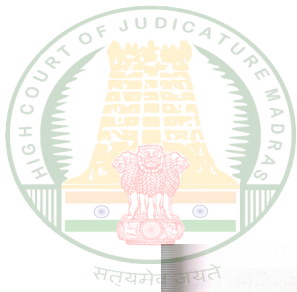
- 1.1 The Second Party shall provide the existing infrastructure in accordance with AHLL's specifications, along with electricity with backup (through provision of both DG sets and UPS systems), water, housekeeping, biomedical waste management facilities and other facilities for running the Lab.
- 1.2 The variable cost pertaining to the lab such as rent, reagent, and consumable stocks, electricity charges, internet charges and biomedical waste management costs, lease rent shall be paid by the AHLL. In addition to that the First Party shall reimburse all the cost paid by the Second Party to the Doctor's towards the referral charges paid to the Doctors.

AHLL will take closing stock of entire Inventory on closing hours of May 31, 2025 and going forward will purchase directly and manage the same on its own account. The First Party shall settle the amounts payable to the Second Party under the Inventory within a period of 15 days from the execution of the agreement.

- 1.3 AHLL shall manage the Lab operations at all the centres that are currently being operated by the Second Party which will include management of the sample collection centres therein and provision of clinical laboratory testing services in the areas of clinical biochemistry, haematology, clinical pathology, histopathology, and microbiology, and billing of patients using its billing system in accordance with clause 2 below.
- 1.4 The tests performed at the laboratory shall be determined by mutual consent of both the parties. If necessary, tests pertaining to the Centre may be outsourced to AHLL's laboratories in other locations including Hyderabad.

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For Nanogen Medical Laboratory

Partner

Fort Road
Kannur
Pin-570001
City Centre



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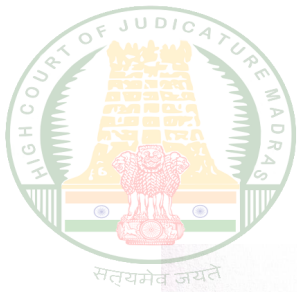
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- 1.5 AHLL shall take care of day-to-day operations, introduce its IT System i.e., Apollo Diagnostics Lab Information Management System (LIMS), billing software (IT DOSE) Lab equipment as and when required and their maintenance, purchase of reagents and consumables, staff selection, recruitment and management, and related administration costs. The Second Party shall extend full cooperation in lab operations.
- 1.6 Both the parties together will jointly agree on manpower count and work on transferring the employees to the new payroll. AHLL productivity benchmarking at lab level will be considered to build manpower headcount. Entire manpower transition and day to day functioning is the responsibility of Nanogen. Any business losses in case of disruption will be duly borne by Nanogen.
- 1.7 AHLL shall continue to provide home collection services presently done by the Second Party and the network/ geographical limits may be increased based on further requirements as may be mutually agreed between the parties.
2. **SERVICE FEES AND REVENUE SHARING**
 - 2.1 Collection of all payments from patients/ customers at the Centre, be it cash or credit, whether B2B or B2C, will be made directly by AHLL. It is clarified that AHLL shall do billing for all retail customers and B2B (credit) customers and collect both cash and electronic payments.
 - 2.2 The First Party shall continue to operate the business with the existing price list to the extent possible during the RLM period and the same may be revised based on prevailing market conditions at such rates as may be mutually agreed in writing by both the Parties.
 - 2.3 Thereafter there shall be a monthly reconciliation as follows:
 - i) AHLL shall calculate the Diagnostic Service Fee (defined below) considering all retail and credit billing;
 - ii) AHLL shall share this reconciliation with the Second Party along with the monthly invoice/workings for Diagnostic Service Fee;

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iii) Out of the total collections at the Centre, AHLL shall retain the Diagnostic Service Fee and pay any balance amount to the Second Party as per agreed rate as enumerated at Clause 2.4 below.

iv) The Second Party shall execute necessary documents to assign the collection and payments in the name of AHLL.

2.4 The Parties shall follow 90:10 revenue sharing model wherein 90% of the Revenue will be retained by AHLL and 10% to be transferred to Second Party for first 3 months of the RLM period following which the revenue share will be revised at a mutually agreed rate. It is also agreed between the Parties that, subject to achieving a mutually agreed financial target, a maximum share of up to 25% of the revenue shall be transferred with the Second Party subject to the Second Party ensuring that the operating cost is kept at par or below the current level as enumerated in Annexure III. The Second Party shall manage the Doctors/ Customer referral charges/ fees withing agreed revenue share and the same shall be reimbursed by the First Party.

2.5 Second party agrees to meet the revenue target of INR 1,00,00,000/- (Indian Rupees One Crore Only) per month (average) and ensure that there is continuity of business and operations.

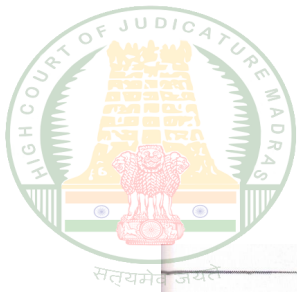
2.6 Any payments under this Agreement, payable by either Party, shall be subject to appropriate tax deduction at source as per the applicable tax laws.

2.7 All applicable taxes on any payments under this Agreement, such as GST or other indirect taxes, shall be borne by the First Party.

2.8 For the billing desk and cash management services provided to the Second Party comprehensively, AHLL shall charge a monthly fee of INR 5,000/- (Indian Rupees Five Thousand Only) plus applicable GST and/or other taxes if any. AHLL would raise a monthly invoice for the same. Necessary stationery for the purpose of billing would be of AHLL and the cost for the same shall be borne by the AHLL.

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For Nanogen Medical Laboratory
Nanogen Medical Laboratory
Fort Road
Kannur
Pin-570001
City Centre



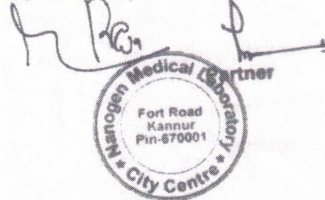
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- 2.9 All reports issued to patients in terms of this Agreement will be printed on AHLL branded stationery, specifying Apollo Diagnostics brands with Associate name as Nanogen Medical Laboratory. All marketing and promotional material will be under Apollo Diagnostics brand only.
- 2.10 The Second Party shall raise a monthly invoice towards, any cost incurred by them and same shall be paid/ reimburse the First Party within 30 days.
- 2.11 The Second Party shall ensure that the Centre earns a monthly average net revenue of Rs. 1 Crore during the Term. It is expressly agreed between the Parties that AHLL shall be planning its operation & performance of its services as per the minimum assured revenue warranted by the Second Party under this Agreement.
3. TERM
- 3.1 This Agreement shall be valid from June 1, 2025 ("Effective Date") and shall be valid for a period of year from the Effective Date ("Term") unless renewed further by mutual written consent or terminated earlier in accordance with the provisions of this Agreement and based on mutual understanding between the Parties.
- 3.2 The Second Party shall not be entitled to terminate this Agreement at any point during the Term of 1 year ('Lock-in Period') from the start of the RLM period. In case of breach of Lock-in Period by the Second Party, the Second Party shall pay to AHLL an amount equivalent to the net revenue of the Centre for the preceding 3 months, which is a genuine pre-estimate of the loss that would occur to AHLL owing to the breach of the Lock-in Period. In case of breach of Agreement by AHLL, the Second Party is also entitled for an amount equivalent to the net revenue of the Centre for the preceding 3 months.
- 3.3 The Agreement may be renewed for such period as may be mutually agreed between the Parties in writing.

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For Nanogen Medical Laboratory





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4. OBLIGATIONS OF THE PARTIES

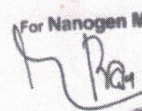
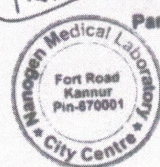
4.1 Obligations of Second Party

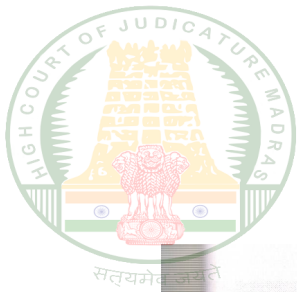
- i) Second Party shall handover the existing infrastructure of the lab at City Centre, Kannur, assigns all other collection / processing centre to AHLL for operating and managing the Lab and its operations. Existing Lease Agreement of City Centre Lab to be execute in the name of AHLL. AHLL shall sub-lease the premises for statutory purpose.
- ii) Second Party shall ensure business continuity and allow AHLL to access their existing equipment and space along with existing infrastructure in the Lab. Second Party shall ensure their equipment, if any, is covered by AMC, and shall provide AHLL copies of AMC for their equipment.
- iii) Second Party shall be solely responsible to maintain the validity of all of its licenses (including but not limited to shops and establishment, trade license, clinical license, BMW license, PCB Authorisation etc.,) permissions or clearances and insurance as may be required for the Lab. Additionally, the Second Party shall also ensure that all the licenses/certificates are updated and revised in order to reflect the Second Party's updated name i.e Nanogen Medical Laboratory.
- iv) Upon signing of this Agreement, Second Party shall allow AHLL to install its billing management system on all relevant computer systems in the Lab.
- v) Second Party shall ensure that proper sewage and running potable water systems are available at all times in the lab for smooth functioning of the Lab.

Second Party has already made available, adequate internal telephone extension lines with parallel lines for smooth operational efficiencies between the Second Party and AHLL in the Lab.

- vi) Second Party has already provided to AHLL, at their own cost, all brick work and plaster, electric circuiting, all conduits for cable and LAN/Internet connection/Telephone connection/Air conditioning, flooring and interiors etc., which are basic requirements for running of the lab.

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For Nanogen Medical Laboratory

Partner

Nanogen Medical Laboratory
Fort Road
Kannur
Pin-570001
City Centre



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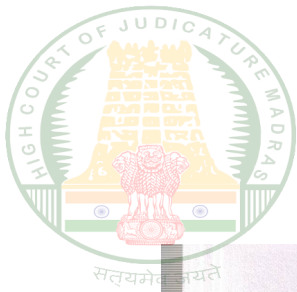
- vii) Second party shall provide AHLL adequate and uninterrupted electricity and power supply, with an appropriate back up facility.
- viii) Second Party agrees to provide support services like security, assistance with biomedical waste disposal and garbage disposal to AHLL.
- ix) Second Party shall procure or assist AHLL on request to obtain all required legal authorization required for conducting Lab activities as and when required including licenses, registrations etc., required to start and/or run the Lab.
- x) Second Party and its affiliates hereby undertake that none of the clinical laboratory and related investigations of the patients would be referred to any other lab, unless such tests or investigation are not available with AHLL.
- xi) Second Party will, through its staff, inform the concerned patients/their relatives about the requirements of such tests/referred tests and about the concerned pre-test requirements, if any.
- xii) Second Party also agrees to take care of all government liaisoning and related expenditure.
- xiii) First Party shall do internal and external branding at the Centre at its own cost as per the written instructions and branding guidelines of AHLL.
- xiv) First Party shall pay and manage and bear the professional charges payable to Doctors/FOFO/HLM who are providing their services at the Lab.
- xv) Second Party hereby agrees to grant AHLL a First Right of Refusal with respect to the acquisition of the Diagnostic business outlined herein. This right shall allow AHLL the first opportunity to acquire the business before Second Party offers it to any third party. The terms and conditions of the acquisition, including the timeline and pricing, shall be subject to further negotiations between the Parties.

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For Nanogen Medical Laboratory

Partner



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xvi) AHLL is granted the right, but not the obligation, to acquire the Diagnostic business of the Second Party at mutually agreed commercial terms. These terms shall be based on a multiple of the relevant Diagnostic Lab Annual EBITDA at the time of taking over of the business (Earnings Before Interest, Taxes, Depreciation, and Amortization) of the business, as agreed by both Parties.

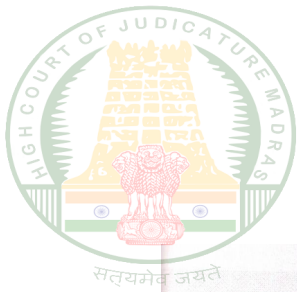
4.2 Obligations of AHLL

- i) AHLL shall install at its own cost agreed instruments/equipment as per **Annexure I**, and shall incur cost for consumables /reagent etc. and all ancillary gadgets for the running of the Lab. It is expressly understood and agreed between the Parties, that the ownership of the assets, equipment and machines, material provided by AHLL shall rest with AHLL only. Similarly, ownership for the assets, if any, provided by Second Party shall rest with Second Party only.
- ii) AHLL will deploy machines which are on RR (Rental) Model and/or will continue with the machines of the Second Party, which are on Capex Model or RR Model, and AHLL will extend their pricing under both models.
- iii) The Lab timing from the Effective Date shall be the same as the current Lab timing unless mutually agreed upon otherwise.
- iv) AHLL shall be solely responsible towards the maintenance and repairs of the instruments, equipment and all ancillary gadgets installed by it at the Lab.
- v) AHLL shall ensure timely delivery of the reports with quality, as mutually agreed upon. Report related concerns will be handled by AHLL and its signatory.
- vi) AHLL shall set up an appropriate quality system in place to ascertain the quality standard.
- vii) The in-house test menu shall be as mutually agreed between the Parties.
- viii) Along with the in-house test menu, AHLL may offer comprehensive range of tests as per directory of services as mutually agreed upon, which includes national and international test services.

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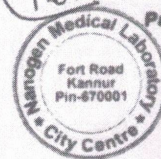
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- ix) Wherever, any of the staff are found guilty of misbehaving/misconducting with other employees or with the patients or found guilty of any fraudulent activities, the same will be appropriately handled by AHLL as per its existing company policy or as per the applicable laws.
- x) AHLL shall make arrangements for the prompt downloading of reports at the Lab.
- xi) Handling of waste material: The infected samples, used syringes/needles/tubes and other disposable materials etc. generated in the laboratory area shall be segregated as per Bio Medical Waste Management Rules 2016 and disposal, shall be carried out by the Second Party, with active co-operation of AHLL, as per local health/ sanitary and other regulations.
- xii) AHLL shall conduct esoteric tests including rapid cultures in any of its own laboratories. AHLL however, shall not be responsible for any loss, damage, mutilation, delay of the sample or the report in transit, or in the event of its falling in unauthorized hands. However, in the event of a report being lost/ mutilated, a duplicate copy of report shall be made available by AHLL at no additional cost and in the event of a sample being lost/damaged, a repeat sample shall be collected by AHLL at no additional cost.
- xiii) AHLL will make all arrangements and take required precautions for preserving samples as required, in association with Second Party, as per AHLL's requirements.
- xiv) AHLL shall, as per its evaluation of the requirements at the Lab, appoint such number of pathologists and lab managers at the Lab, either full time or part time, as may be required, at its own cost.
- xv) AHLL shall appoint such number of laboratory technicians and phlebotomists at the Laboratory as may be required in its discretion; however, the cost of remuneration for such technicians and phlebotomists shall be borne by AHLL.
- xvi) AHLL shall absorb the employees that are associated with the Second Party at the time of execution of this RLM and shall permit them to continue as

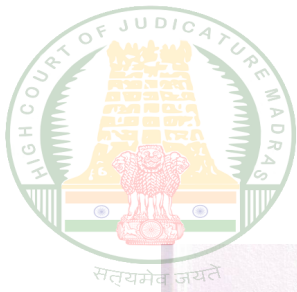
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For Nanogen Medical Laboratory



Partner



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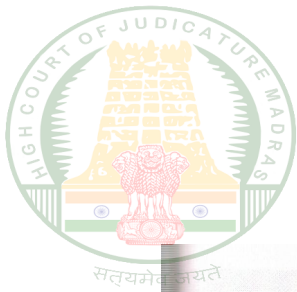
per the present pay rolls. Any change in manpower hereinafter will be mutually discussed and agreed in writing by both Parties.

- xvii) AHLL shall make revenue share at the rate of 20% as paid by the Second Party before with respect to the associated labs maintained by the Second Party at Thalassery, Mattannur, Chalode, Kambil, Mayyil, Atholi on or before 10th of the succeeding months without fail. AHLL may also permit the Second Party to bring in more associated laboratories in other areas in the same pattern, in order to increase the business. Provided, the total amount towards the abovementioned referral shall not exceed INR. 1,25,000/- (Indian Rupees One Lakh Twenty-Five Thousand Only) at the current revenue numbers; this threshold shall be revised as may be mutually agreed in writing between the Parties, subject to increase in revenue.
- xviii) AHLL shall pay an amount equivalent to the existing salary to Two Partners of Nanogen Mr. Prasad P and Mr. Linesh N K under the RLM, as consulting fees.
- xix) AHLL will also appoint one of their resources for overseeing the accounts and other data related items in the Lab at their cost and expense
- xx) AHLL shall manage such costs related to the Lab, including but not limited to electricity, water, DG, fuel, rentals, salary of the employees, referral fees, housekeeping and any other related costs.
- xxi) Wherever AHLL is unable to perform tests by itself and has to outsource to a third party for processing, AHLL shall be responsible for timely delivery of reports as well as the quality of reports. Second Party will not directly interact with the third party for such outsourced services.
- xxii) AHLL shall use IT Dose Application software for managing and reporting the data of the Lab to their main Lab and all its branches.
- xxiii) AHLL shall enter into the lease deed/ rental agreement or get assignment of lease contract with City Centre, Kannur and the same shall contain the terms and particulars for the Rent payable. The said lease deed is independent of this Agreement.

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For Nanogen Medical Laboratory
Partner
Nanogen Medical Laboratory
Fort Road
Kannur
Pin-570001
City Centre



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5. STATUTORY REQUIREMENTS

- 5.1 Second Party shall ensure the payment of statutory levies and taxes made or demanded in respect to the operations of the Lab.
- 5.2 Unless otherwise agreed in this Agreement, Second Party, if required shall procure or assist AHLL in getting all applicable licenses, registrations and permits required in connection with the Lab and the Collection / Processing Centre and comply with all statutes, ordinances and regulations applicable to its operations and business.
- 5.3 AHLL will follow all rules and government regulations applicable including provisions of labour laws, provident fund, employee state insurance and minimum wages with respect to its employees.

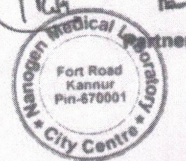
6. INDEMNIFICATION

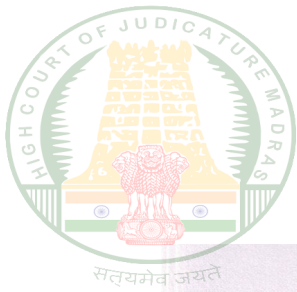
- 6.1 Second Party shall defend, indemnify, and hold harmless AHLL and its directors, officers, employees, and agents (each a "AHLL Party") if any AHLL Party is involved in any cause of action, suit, arbitration, alternative dispute resolution proceeding, administrative hearing or other proceeding, whether of a civil, criminal, administrative or investigative nature, and any appeal there from ("Proceeding") in connection with (a) any act or omission or misconduct of Second Party in the performance of this Agreement, (b) any claim that the facilities provided under the Agreement infringe any proprietary rights of any third party, (c) Second Party's failure to comply with any provision of this Agreement, (d) any claim by any employee, agent or personnel of Second Party, or (e) any breach of warranties or breach of applicable laws under this Agreement, against (1) any and all reasonable attorneys' fees, retainers, court filing fees, arbitration fees, investigation fees, professional fees, court costs, transcript costs, fees and expenses of experts, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and other disbursements or expenses of the types customarily incurred in connection with a Proceeding (collectively, the "Expenses"), and (2) any and all causes of action, claims, liabilities, losses, judgments, fines, penalties, settlement payments, awards, interest, damages (including punitive damages), diminution in value or any other charge in connection with a Proceeding (collectively, the "Losses" and together with the "Expenses", the "Indemnity Costs").

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Nanogen Medical Laboratory





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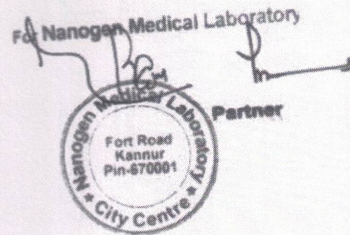
6.2 **Procedure:** Second Party shall, at AHLL's option and Second Party's expense, intervene in or defend any such Proceeding as specified above upon notice from AHLL. AHLL agrees to cooperate reasonably in the defense of any such Proceeding at Second Party's expense. The obligation of Second Party to pay any Indemnity Costs of AHLL is immediate, not subject to any right of set off of Second Party, and is in no way dependent on any finding by any judicial, quasi-judicial body, fact-finding party or arbitration or mediation party. Second Party shall reimburse AHLL for any Expenses incurred in full at the end of each month during a Proceeding upon notice from AHLL. Second Party shall pay all Losses to AHLL in full and immediately upon the payment of any such Losses by AHLL, upon notice by AHLL.

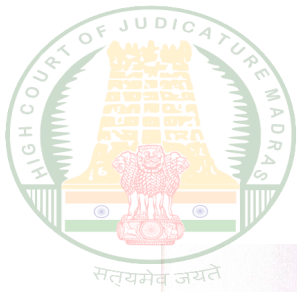
7. **CONFIDENTIALITY**

7.1 AHLL and Second Party undertake to maintain confidentiality and not to reveal to any person or entity, any information or data which will be received through and subsequent to providing the services pursuant to this Agreement, and which pertains, directly or indirectly, to the other Party including, and without derogating from the generality of the aforesaid, names, addresses, details and medical background of the clients, rates, information which pertains to department work (including terms of agreement with its clients, nature of service, consideration for the service etc.) or any other data.

7.2 All biological material provided by Second Party to AHLL for the purpose of conducting tests may be stored by AHLL or its group companies and affiliates for future reference. Second Party acknowledges that any test developed out of these biological materials is a result of the intellectual property, inputs, efforts and resources of AHLL and accordingly AHLL shall own the intellectual property with respect to the same.

7.3 The Parties shall at all times be in compliance with the confidentiality requirements under relevant laws for the purpose of securing, sharing, disclosing or transferring of any sensitive personal information/data of the customers, clients, or patients including but not limited to the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, The Digital Personal Data Protection Act and such other rules as may be applicable with regard to collection, storage, processing and transfer of personal information (including sensitive personal





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data/information) of the customers, clients, or patients pursuant to this Agreement.

8. DATA PROTECTION

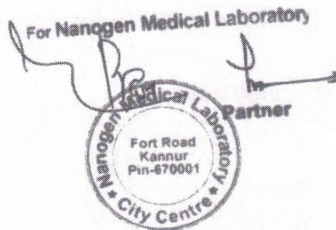
- 8.1. Data Collection and Purpose. AHLL shall collect the data with consent of Second Party and process the same data solely for the purpose of fulfilling obligations under this Agreement.
- 8.2. Data Security and Confidentiality. AHLL shall implement appropriate technical and organizational measures to protect the data against unauthorized access, disclosure, alteration, or destruction, ensuring that personnel involved in processing the data are subject to confidentiality obligations.
- 8.3. Data Transfers and Compliance. Any transfer of data by the Parties shall be conducted in compliance with applicable data protection laws and regulations, ensuring adequate safeguards are in place to protect the transferred data.
- 8.4. Data Subject Rights and Breach Notification. AHLL shall respect the rights of data subjects and promptly address any requests related to such rights. In the event of a data breach, the Party experiencing the breach shall notify AHLL without undue delay and provide necessary assistance to mitigate its impact.
- 8.5. Breach Notification and Termination. In the event of a data breach, AHLL shall without undue delay cooperate in mitigating its impact. Upon termination of this Agreement or achieving the objective for which the data was collected, the Parties shall dispose such data in compliance with all the applicable laws.

9. EXCLUSIVITY AND NON-COMPETE

- 9.1. The Second Party undertakes to direct all commercial opportunities related to diagnostic and pathological services within the municipal limits of 100 km to the Centre. The First Party agrees that during the Term of this Agreement and 2 years after, it shall not independently, or as an employee or agent of any third party, compete directly and indirectly with the business of AHLL or any of its affiliates within the limits of 100 km.

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- 9.2. For abundant caution, it is clarified that AHLL may operate hospital lab management projects and franchised or AHLL owned collection centers, patient care centres, pick-up points and laboratories across Kerala and these projects and centres may serve as feeders for specialized tests to the Centre.
- 9.3. In case of termination or expiry of this Agreement, the Second Party shall not to enter into a similar agreement with any other competitor's entity for a period of 2 years from the date of termination or expiry.

10. LIMITATION OF LIABILITY

Under no circumstances shall AHLL be liable for any special, indirect, incidental, exemplary, special or consequential loss or damages, inter alia including, loss of profit, loss of use, loss of revenues or damages to business or reputation arising from the performance or non-performance of any aspect of this Agreement even if it has been advised of the possibility of such damages. AHLL shall have no liability of whatsoever nature arising from or relating to this Agreement.

11. TERMINATION

11.1 Termination without Cause: Subject to the Lock-in Period set out in Clause 3, First party may terminate this Agreement or any portion thereof without cause at any time by providing the other Party with at least 3 months' prior written notice.

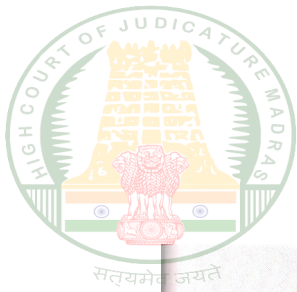
11.2 Termination with Cause: Provided however that AHLL may, upon written notice to the Second Party, terminate this Agreement with immediate effect without liability in the event of the Second Party's: (a) material breach of this Agreement or the obligations hereunder which, unless otherwise provided in this Agreement, remain uncured at least 14 days after written notice of such material breach from AHLL; (b) filing of a voluntary or involuntary petition in bankruptcy; (c) assignment of a substantial portion of its assets for the benefit of its creditors; or (d) inability to meet its financial obligations when due.

11.3 The rights and remedies of AHLL contained herein are in addition to any other rights or remedies provided by the law.

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11.4 Upon termination of this Agreement for any reason whatsoever, (a) AHLL shall quietly and peacefully leave the Lab premises leaving all furnished infrastructure and equipment owned by the Second Party; (b) the Second Party shall immediately hand over to AHLL all equipment, consumables, stationery, papers, documents, software, and other property belonging to AHLL or any of its affiliates including all confidential information, without making or retaining any copies thereof and comply with any other instructions given by AHLL in this regard; and (c) Both Parties shall immediately pay to the other the full amount of money due to the other Party as per the provisions of this Agreement.

12. ASSIGNMENT

This Agreement shall not be assigned by the Second Party without the prior written consent of the First Party. Except for the prohibition on assignment contained hereinabove, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and permitted assigns of the Parties hereto.

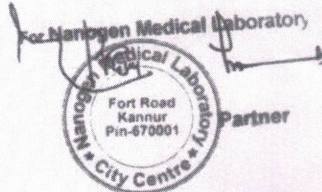
13. GOVERNING LAW AND DISPUTE RESOLUTION

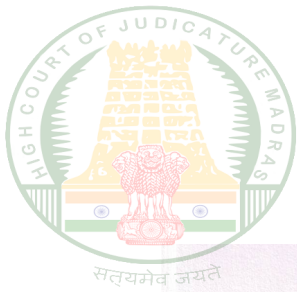
This Agreement shall be governed by the laws of India. Any dispute between the parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by Second Party or AHLL, shall be resolved by arbitration by a single arbitrator appointed by mutual consent of the Parties. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 or any enactments in substitution thereof. The seat and venue of the arbitration proceedings shall be at Hyderabad. The award of the arbitrator shall be final and binding upon the Parties and non-appealable and the Parties agree to be bound by the same and the successful Party may seek to enforce the same in a court having jurisdiction. Subject to the foregoing, the parties submit themselves exclusively to the jurisdiction of competent courts at Hyderabad

14. MISCELLANEOUS

14.1 Severability. Each provision of this Agreement or portion thereof is considered to be independent. If any portion of this Agreement shall be found to be illegal, invalid or contrary to public policy the same may be modified or stricken by a court of competent jurisdiction to the extent necessary to allow the court to enforce such provision in a manner which is as consistent with the original intent of the provision as possible,

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and the revised stipulation and the remainder of this Agreement shall continue in full force and effect.

14.2 Headings. The headings contained herein are for reference only and shall not affect in any way the meaning and interpretation of the terms and conditions set forth herein.

14.3 Force Majeure. Neither Party shall be liable to the other for delay in performing or failure to perform any of its obligations hereunder if and to the extent that such delay or failure to perform is due to any cause beyond its control which could not have been reasonably foreseen and avoided by the exercise of due care and diligence consistent with the exercise of reasonable business judgment. If either Party is so delayed or unable to perform its obligations as a result thereof, in whole or in part, such Party shall promptly notify the other Party thereof in writing, explaining the reason for such delay or inability to perform and shall, to the extent reasonable and lawful under the circumstances, use its reasonable endeavours to remove or remedy such cause as soon as possible.

14.4 No Waiver. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either Party, either express or implied, of any breach of these terms or conditions shall be construed as a waiver of any other term or condition.

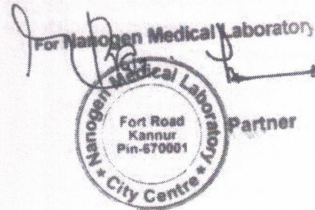
14.5 Survival. The provisions of this Agreement that by their nature continue in effect post termination/expiration, shall survive the termination or expiration of this Agreement.

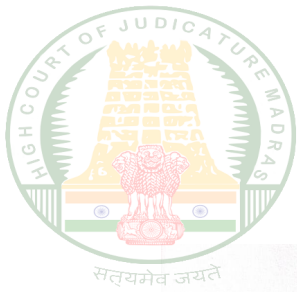
14.6 Entire Agreement. This Agreement, including all Annexures, constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties. No amendment to or modification of this Agreement shall be binding unless in writing and signed by duly authorized representatives of both the Parties.

14.7 Conflicting Terms. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and any other document,

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including the Annexures listed herein, the terms and conditions of this Agreement shall control without such additional terms deemed added.

14.8 **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed given (a) when delivered personally, (b) when sent by confirmed fax, (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first above written.

FOR APOLLO HEALTH AND LIFESTYLE LIMITED		For Nanogen Medical Laboratory	
Authorized Signatory		Signature	
Name:			
Title:			
Date:		Date:	
Witness 1:		Witness 2:	

Vinay

For Nanogen Medical Laboratory
Partner
Nanogen Medical Laboratory
Fort Road
Kannur
Pin-670001
City Centre



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ANNEXURE-I

A. List of equipment provided by AHLL (on a need basis, as per its judgment)

Sr. No	Equipment Name	Make	Status (Lease or Own)
	As per list attached separately		

B. List of equipment provided by the Second Party:

Sr. No	Equipment Name	Make	Status (Lease or Own)
	As per list attached separately		

C. List of Employee of Second Parties – Assigned to First Party for performance of the contract:

Sr. No	Name of the Employee	Employee Code	Salary per months
	As per list attached separately		

D. List of Contracts Executed by Second party – Assigned to First Party for performance of the Contract:

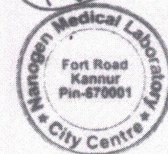
Sr. No	Name of the Party	Nature of Contract	Term	Obligation under the contract
	As per list attached separately			

E. Inventory As on effective date:

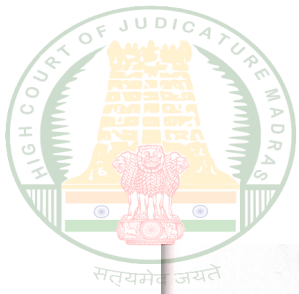
Sr. No	Stock Particulars	Quantity	Value
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For Nanogen Medical Laboratory



Partner



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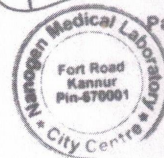
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	As per list attached separately		

Vinay

For Nanogen Medical Laboratory

Partner





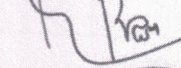
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ANNEXURE II

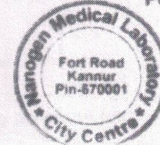
The tests will be performed by AHLL as per the rate card, as provided by AHLL to the Second Party, and the rates will be subject to periodic review and changes. The updated rates shall be uploaded from time to time by AHLL on its IT DOSE software, to which the First Party shall be given such access as is necessary in terms of this Agreement.

Vinay

For Nanogen Medical Laboratory



Partner





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Annexure III

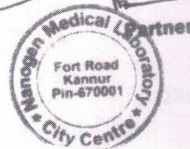
A. Existing Cost Structure

Kannur – Current cost structure – FY 24-25:

Expenses Category	Cost %
Consumption	36.58%
Printing & Stationery	0.65%
Lab investigation charges	3.01%
Marketing cost	0.21%
Manpower	
> Salary	18.37%
> Bonus	0.94%
> ESI	0.09%
> PF	0.72%
> Doctors Salary	2.08%
> Staff Welfare	0.08%
Rent	
> Kunnur	1.30%
> Others	2.35%
> Parking charges	0.03%
IT Cost	
> IT Tune	1.26%
Other Cost	
> Electricity Cost	2.75%
> DG Cost	0.23%
> Logistics Cost	2.45%
> BMW	0.15%
> Telephone charges	0.26%
> HK & Security	0.05%
> Professional charges	0.32%
> Repair & Maintenance	0.66%
> Others	0.12%
> FOFO Commission	3.70%
> Clinics Commission	7.42%
Total	85.80%

Vinay

For Nanogen Medical Laboratory





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B. Expense Sharing Pattern:

Expenses Head	First Party	Second Party
Material Consumption	AHLL	
New Machine or Upgrade	AHLL	
Printing & Stationery	AHLL	
Lab investigation charges	AHLL	
Marketing cost	AHLL	
Employee Cost and Employee Statutory dues	AHLL	
Rent	AHLL	
IT Cost	AHLL	
Utilities Cost and other cost	AHLL	
Doctor referrals	No	Nanogen
Commission to Channel partners	No	Nanogen

Witness:

①

②

Sreedharan. T. C

Vinay
[Dr. Vinay Vattayil
Head - Network Development]

For Nanogen Medical
P. PRASADAN





C.S(COMM DIV) No. 83 of 2025

On a careful consideration of the terms thereof, I find no legal impediment to issue a decree in terms thereof.

2. Therefore, C.S(COMM. DIV.) No.83 of 2025 is decreed in terms of the settlement agreement entered into between the parties dated 29.05.2025. The said settlement agreement shall form part of the decree. No costs. Consequently, connected Miscellaneous Applications are closed.

3. Considering the fact that the dispute has been resolved between the parties even before the issues were framed, Registry is directed to refund the Court fee after due adjustments, under the provisions of the Tamil Nadu Court Fees and Suits Valuation Act, 1955.

17-09-2025

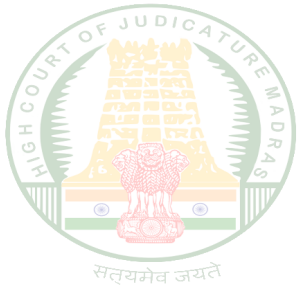
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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



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C.S(COMM DIV) No. 83 of 2025

N.SENTHILKUMAR J.

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To

1.Apollo Medical Laboratory
A partnership firm having office at
II Floor, City Centre, Fort Road,
Kannur, Kerala-6700001 Rep by its Partners

2.Abdulla Zubair

3.Dr Jayadeep

**C.S(COMM DIV) No. 83 of 2025 and
OA Nos. 305 to 307 of 2025 & A No. 1565 of 2025**

4.Rohith Das

5.P Prasad

6.Linesh N K

2 to 6 partners, APOLLO Medical Laboratory,
All having office at II Floor, City Centre, Fort
Road, Kannur, Kerala 670 001

7.Diagnosis Evaluation and Research Pvt Ltd
Having Reg. Office at City Centre, Fort Road,
Kannur, Kerala 670001
Rep by its Director Mr Abdulla Zubair

17-09-2025

30/30