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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ CS(COMM) 967/2024, I.A. 43820/2024 & I.A. 14151/2025

GLAXOSMITHKLINE PHARMACEUTICALS LIMITED .....Plaintiff

Through: Mr. Urfee Roomi, Ms. Janaki Arun, Ms. Anuja Chaudhary & Ms. Vanshika Bansal, Advocates.

Versus

MOHANVELU RAMESH KUMAR AND ANR. .....Defendants

Through: Mr. Navneet Dugar, Mr. Deepak Jain & Mr. Pursoth Kannan, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

O R D E R

% **19.08.2025**

1. The present Suit has been filed by the Plaintiff, *inter alia*, seeking permanent injunction against the infringement of its registered Trade Marks by the Defendants.

2. The Plaintiff is the owner of the Marks 'CALPOL' and 'CALPOL FAST' registered in Class 5, bearing Registration No. 230069 and 5249980 respectively. The Plaintiff markets and sells medicinal and pharmaceutical preparations bearing the said Marks.

3. Defendant No.1, Mr. Mohanvelu Ramesh Kumar, and Defendant No.2, Mr. Vijay Lakshmi Ramesh Kumar, are partners in a partnership firm, namely, Apple Pharmaceuticals. The Defendants use the Marks 'CLOPOL'

and 'CLOPOL-DX' ('**Impugned Marks**') on medical and pharmaceutical preparations.

4. *Vide* order dated 29.10.2024, this Court granted an *ex-parte ad-interim* injunction in the Plaintiff's favour, restraining the Defendants from using the Impugned Marks and any other Mark that is nearly identical or deceptively similar to the Plaintiff's 'CALPOL' Marks. The relevant extract from the said order is reproduced below:

> "*50. In the above circumstances, the plaintiff has demonstrated a prima facie case for grant of injunction and, in case, no ex parte ad interim injunction is granted, the plaintiff will suffer an irreparable loss. Further, balance of convenience also lies in favour of the plaintiff, and against the defendants.*
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> *51. Accordingly, till the next date of hearing, the defendants/non-applicants, their partners, any other individuals, officers, managers, shareholders, employees, agents, dealers, licensees, companies and retailers, stockists, chemists, subsidiaries, or any persons/entities that are related or affiliated to the defendants/non-applicants, as the case may be, and all others, acting for and on behalf of the defendants/non-applicants, individually or collectively, are restrained from manufacturing, exporting, offering for sale, selling, displaying, advertising, marketing, whether directly or indirectly, and whether on the Internet or otherwise, ointments, and any other medicinal or pharmaceutical preparations bearing the defendants' CLOPOL and CLOPOL-DX marks, any marks that incorporate the defendants' CLOPOL Marks, or any other mark that is nearly identical/deceptively similar to the plaintiff's CALPOL Marks, including the CALPOL, CALPOL T and CALPOL FAST trademarks.*"

5. Thereafter, *vide* order dated 20.03.2025, the Parties were referred to Mediation. While the Mediation Proceedings were ongoing, the Plaintiff discovered that Defendant No.1 had filed Application No. 6862092 for the registration of the 'CLOPOL' Device Mark in Class 5, claiming use since 14.09.2022 under the name, M. Ramesh Kumar. Defendant No.1 had also filed invoices issued on 18.01.2025 and 28.01.2025 supporting his claim of

use of the said Mark. It is noteworthy that the said invoices were issued after the grant of *ex-parte ad-interim* injunction by this Court.

6. In the order dated 18.07.2025, this Court noted the statement of Defendant No.1, who was present in Court and admitted that from 29.10.2024 till the last week of February, 2025, the Defendants have sold the infringing products bearing the 'CLOPOL' Mark worth around ₹2,21,000/-. Defendant No.1 also tendered an unconditional apology and submitted that he has no desire to continue using the 'CLOPOL' Mark. The relevant extract from the said order is reproduced below:

> "*1. At the outset, Mr. Mohanvelu Ramesh Kumar (defendant no.1), who is present in Court, submits that after passing of the order dated 29.10.2024 granting an ex parte ad interim injunction in favour of the plaintiff and against the defendants, the defendants have not been dealing/ offering/ selling/ marketing/ advertising any products bearing the impugned mark CLOPOL. Defendant no.1 further submits that the erstwhile manufacturer RENOVA LIFE SCIENCES, Plot No.35/36/37, R.K. Industrial Park, Phase-1, Opposite Bharat Benz Showroom who was manufacturing the products bearing the impugned mark CLOPOL, have already been instructed to seize manufacture of the same somewhere in the last week of February 2025. Defendant no.1 also submits that from the passing of the order dated 29.10.2024 till the destruction of the impugned products bearing the impugned mark CLOPOL by the manufacturer in the last week of February 2025, the defendants have made collective sales of around Rs.2,21,000/-.*
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> *2. However, be that as it may, at this stage, the said defendant no.1 tenders an unconditional apology and submits that he acknowledges the rights of the plaintiff in the trademark CALPOL, and has no interest, reason or desire to continue using the impugned mark CLOPOL.*
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> *3. Learned counsel for the defendants seeks, and is granted, a period of two weeks for filing a detailed affidavit entailing all the aforesaid details. Learned counsel also submits that he shall approach the learned counsel for the plaintiff for making an attempt to reach an amicable settlement.*"

7. In compliance of the order dated 18.07.2025, the Defendants filed an Affidavit dated 02.08.2025 admitting that from the passing of the order dated 29.10.2024, the Defendants have effected sales of the infringing products bearing the Mark 'CLOPOL' amounting to ₹2,21,098/-. In the said Affidavit, it was also acknowledged that the Plaintiff has exclusive rights in the Mark 'CALPOL', while undertaking that there is no desire, intention or interest in using the Mark 'CLOPOL' and that the present suit may be disposed of.

8. The learned Counsel for the Plaintiff prayed that owing to the infringing acts of the Defendants, the Plaintiff is entitled to litigation costs of ₹20,00,000/-. It is further prayed that the Suit may be decreed in terms of the Prayer in Paragraph 58(a) to (c) of the Plaint.

9. The learned Counsel for the Defendants prayed that nominal costs, if any, may be imposed by the Court. On the query made by the Court, the learned Counsel for the Defendants submitted that the Defendants are willing to suffer a decree of permanent injunction.

10. Considering the aforesaid discussion and the admission of Defendant No. 1, it is directed that:

i. The Suit is decreed against the Defendants in terms of Paragraph 58(a) to (c) of the Plaint.

ii. The Defendants shall pay an amount of ₹2,50,000/- (Rupees Two Lac Fifty Thousand Only) as damages.

iii. Defendants shall withdraw Application Nos. 5421391 and 6862092 filed for the registration of the 'CLOPOL' Marks.

11. Let the Decree Sheet be drawn up accordingly.

12. The present Suit is disposed of. Pending Applications also stand

disposed of.

13. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement/ Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

AUGUST 19, 2025/ *'ST'*