

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL IP SUIT NO. 545 OF 2016**

Charak Pharma Private Limited

...Plaintiff

Versus

Revinto Life Science Pvt. Ltd.

...Defendant

**WITH
INTERIM APPLICATION NO. 572 OF 2026
WITH
INTERIM APPLICATION NO.1317 OF 2026
IN
COMMERCIAL IP SUIT NO. 545 OF 2016**

Mr. Mahesh Mahadgut a/w. Mr. Kaivalya Shetye, for the Plaintiff.

Mr. Akshay Patil a/w. Mr. Yash Sutaria i/b. K. Ashar & Co., for the Defendant.

CORAM : ARIF S. DOCTOR, J.

DATE : 9th APRIL, 2026

P.C.

1. The matter was kept back to enable learned counsel for the parties to take instructions if the suit could be disposed of in terms of the undertakings filed by the Defendant dated 30th January 2026. The undertaking reads thus:

"2. *I say and hereby Undertake that the Defendant Company had discontinued and shall not hereafter use, either directly or indirectly, the Impugned Trademark "MTONE-6"*



“ “ “ ” or any other mark which is identical with or deceptively similar to the Plaintiff's trademark, in any manner whatsoever; including but not limited to use in:

- . trade, business, or commerce;
- . advertising, marketing, promotional materials;
- . labels, packaging, websites, domain names, social media, or digital platforms.

3. I further say that the Defendant Company has no intention whatsoever of recommencing the use the Impugned Trademark



“MTONE-6” “ “ “ ”in future and shall strictly abide by the present Undertaking given to this Hon'ble Court."

3. Learned counsel for the Plaintiff had, at that juncture, submitted that an order for payment of costs be passed.

4. Learned counsel for the Defendant submitted that his client is willing to make payment of costs, even if it is to a charity, in the sum of Rs.1,00,000/-. By consent, learned counsel submitted that the costs can be paid to the A. K. Munshi Yojna, Rs. 50,000/- and the High Court Medical Welfare Fund, Rs.50,000/-.

5. Learned counsel for the Defendant submits to a decree in terms of prayer clauses (a) and (b) of the Plaint, which reads thus:

"(a) That the Defendant by themselves, their servants, Directors, manufacturers, dealers, distributors, stockists, franchisees, agents, sister concerns, subsidiaries, representatives, affiliates and/or assigns and all persons acting for and on their behalf be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner manufacturing, marketing, selling, distributing, exporting and/or using in relation to any medicinal and/or pharmaceutical preparations and/or such allied and cognate goods the trade mark MTONE-6 or using any other mark being deceptively similar in any manner whatsoever to the Plaintiffs mark M2-TONE so as to infringe the Plaintiffs registered trade mark M2-TONE bearing No. 231793 dated 18/10/1965, No. 814141 dated 11/08/1998 and No. 1082504 dated 22/02/2002 all in class 5;

(b) That the Defendant by themselves, their servants, Directors, manufacturers, dealers, distributors, stockists, franchisees, agents, sister concerns, subsidiaries, representatives, affiliates and/or assigns and all persons acting for and on their behalf be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner manufacturing, marketing, selling, distributing, exporting and/or using in relation to any medicinal and/or pharmaceutical preparations and/or such allied and cognate goods the trade mark MTONE-6 or using any other mark being deceptively similar in any manner whatsoever to the Plaintiffs mark M2- TONE so as to pass off the Defendant's goods as and for those of the Plaintiff;"

6. Learned counsel for the Plaintiff seeks leave to file a compliance affidavit. It was assured to the Court that, in the event there are any offending links, the Defendant shall act upon intimation from the Plaintiff.

7. The captioned Commercial IP Suit is accordingly disposed of.
8. In view of the disposal of the Suit, the Interim Applications do not survive and the same are accordingly disposed of.

[ARIF S. DOCTOR, J.]