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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-06-2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

**C.S. (Comm. Div.) No. 162 of 2025
and OA Nos. 646, 647, 648 of 2025
and A.Nos. 2916, 2917, 3362, 5132 of 2025
and A.No. 509 of 2026**

M/s.Linux Laboratories Private Limited
Rep. by its Director Mr.S.Ananda Kumar
No.492, Viduthalai Nagar Extension
Kovilambakkam, Chennai
Tamil Nadu 600 117.

..Plaintiff (s)

Vs

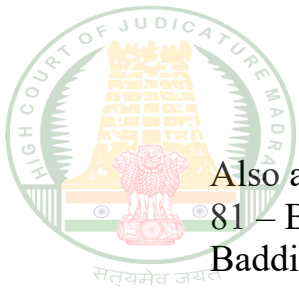
1. Ms Univentis Medicare Limited
Rep by its Director
Mr.Purushottam Sharma
Survey No.91/3A2, Old.No.64, New No.57
From East Shop No.1, Ground Floor
Surapet Main Road,
Puthagaram, Chennai-99

Also at

1. Plot No. L6, MIDC Road, Taloja,
Navi Mumbai, Taloja, Raigarh, Panvel,
Maharashtra , India-410208.

2. 606, Ratan Galaxy, J.N.Road,
Mulund(W), Mumabi-400080.

2. M/s.Innova Captab Limited
Rep. by its Director, Mr.Jayant Vasudeo Rao
601,Proxima, Plot No.19,
Sector 30 A, Vashi Navi Mumbai,
Thane, Maharashtra, India - 400705



Also at
81 – B, EPIP, Phase-1, Jharmajri
Baddi (H.P) Himachal Pradesh - 174 103.

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3. M/s.Mavis Medigrand
Represented by its Partner
No 17(13/2), Plot Number.13 B, Ground Floor
Ganesh Nagar, 2nd Street Ring Road
Kolathur, Chennai 600 099
GSTIN 33ABQFM9147F1ZX

4. M/s.Sri Shanmuga Medicals
Represented by its Partner
107, A1 Shop No.1, Tansi Nagar
12th Street, Velachery
Chennai 600042.

Also at
Door No.6, Shop No.3
AM Jain Staff College Colony
MMTC Colony, Nanganallur
Chennai, Tamil Nadu - 600061
GSTIN -33BJVPK6011Q1ZN

..Respondent(s)

The suit filed under Order VII Rule 1 of the Code of Civil Procedure, 1908 read with Order IV Rule 1 of the Original Side Rules of the Madras High Court, Section 2(1)(c) (XVII) read with Section 7 of the Commercial Courts Act, 2015, Section 11, 27, 28, 29, 134 and 135 of the Trade Marks Act, 1999, praying for the following reliefs:-

a) A permanent Injunction restraining the defendants their partners, their agents , employees , officers, servants and all other acting for and on their behalf from manufacturing , selling, distributing, exporting advertising offering for sale any products, maintain and/or operate websites, domain names social media platforms, email address, mobile applications trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services in the name of EPITIRA or any other trademark which is



deceptively similar/almost identical to the plaintiff's registered trademark EPITRAZ amounting to an infringement of the plaintiff's registered trademark EPITRAZ bearing Registration No.2810474 in Class 05 in any manner whatsoever.

b) A permanent injunction restraining the Defendants their partners, their employees, officers, servants, agents, and all other acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, maintain and/or operate websites, domain names, social media platforms, email address, mobile applications trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services in the name of EPITIRA or any other trademark which is deceptively similar/almost identical to the plaintiff's registered trademark EPITRA and such other marks and passing off the goods/services of the defendants as and for those of the plaintiff in any manner whatsoever.

c) A permanent injunction restraining the Defendants their partners, their employees, officers, servants, agents, and all other acting for and on their behalf from manufacturing, selling, distributing, exporting, advertising, offering for sale, any products, maintain and/or operate websites, domain names, social media platforms, email address, mobile applications trade/corporate name and in any other manner, directly or indirectly, online or offline, dealing with any goods or services in the name of EPITIRA or any other trademark which is almost identical/deceptively similar/almost identical to the plaintiff's trademarks EPITRA/EPITRAZ amounting to unfair competition, dilution of the goodwill and reputation of the plaintiff's trademark or doing any other thing which will lead to dilution of plaintiff's intellectual properties.

d) the Defendants be ordered to pay to the plaintiff a sum of INR30,00,000/- (Rupees Thirty Lakhs Only) as damages for having committed infringement of the plaintiff's registered trademark and passing off in respect of the plaintiff's trademark EPITRA/EPITRA and its formative marks.



e) A preliminary decree be passed in favor of the plaintiff directing the defendants to render true and proper accounts of the profits arising out of the amount of sales generated by the defendant in respect of their alleged activities bearing the trademark EPITIRA or any mark which is almost identical/deceptively similar and/or identical to the plaintiff's trademarks EPITRA/EPITRAZ in any manner whatsoever.

f) Directing the defendants for delivery up of any brochures/printed material and/or any material bearing the trademark EPITIRA which infringes the plaintiff's registered trademark EPTIRAZ.

For Plaintiff(s) : Mr.Aaryyan Aathreya
for Mr.M.S.Bharath

For Respondent(s) : Mr.Krishna Sumanth (D1 to D3)
Mr.Karthik Selvaraj (D4)

J U D G M E N T

When the matter was taken up for hearing, the learned counsel appearing on either side would submit in unison that the parties to the suit have settled the dispute among themselves and to that effect, have also filed a Settlement Agreement signed by both the plaintiff and the defendants. They would further submit that the fourth defendant had been added as a proforma party as being pharmacy, who had been supplied with medicines and they would inform that in terms of the Settlement Agreement, medicines would be supplied. The Settlement Agreement that had been produced along with a memo dated 04.06.2026 filed by the learned counsel for the plaintiff and also acknowledged by the learned counsel appearing for the defendants 1 to 3 is taken on record.



2. Recording the said Settlement Agreement, the suit stands disposed of on the terms of the Settlement Agreement filed on 17.04.2026. The said Settlement Agreement shall form part and parcel of the decree. However, there shall be no order as to costs. Consequently, connected applications are closed.

3. Registry, High Court of Madras, is directed to grant necessary refund of Court fee as applicable in the name of the plaintiff.

08-06-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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K.KUMARESH BABU, J.

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C.S(COMM DIV) No. 162 of 2025

Dated : 08-06-2026