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C.S.(Comm.Div.)No.204 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.01.2026

CORAM:

THE HONOURABLE MR. JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm.Div)No.204 of 2025
and O.A. Nos.809 to 811 of 2025
and A. No.3945 of 2025

Nouveau Medicament Private Limited
through its Authorised Signatory
Mr.S.Raamganesh,
720, Anna Salai, Nandanam,
Chennai, Tamil Nadu – 600 035.

... Plaintiff

vs.

1.Ryland Healthcare
through its Partners Mr.Gaurav Gupta &
Mr.Kapil Jindal,
Plot No.295, Basement, Phase II,
Industrial Area Phase I, Panchkula,
Haryana – 134 113.

2.Apci Biotech
through its Director Mr.Rohit Kumar,
Khasra No.1137/482, Near Bhud Barrier,
Village – Malkhu Majra, Baddi,
Solan – 173 205, Himachal Pradesh,
India.

... Defendants

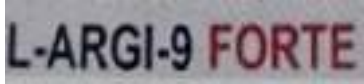
Plaint filed under Order VII Rule 1 of The Code of Civil Procedure, 1908 read with Order IV Rule 1 of Original Side Rules of The Madras High Court, Section 2(1)(c)(xvii) read with Section 7 of The Commercial Courts Act, 2015 and Sections 27, 28, 29, 134 and



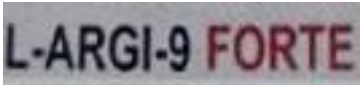
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135 of The Trademarks Act, 1999 praying for a judgment and decree on the following terms:

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a. A Permanent injunction restraining the defendants, their associates, affiliates, partners, their employees, officers, servants, agents and all others acting for and on their behalf from manufacturing, selling, stocking, distributing, exporting, promoting, 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 under the impugned marks L-ARGI-9 FORTE and 

amounting to infringement of Plaintiff's registered trademark ARG 9 under Registration No.2645507 in any manner whatsoever;

b. A Permanent injunction restraining the defendants, their associates, affiliates, partners, their employees, officers, servants, agents and all others acting for and on their behalf from manufacturing, selling, stocking, distributing, exporting, promoting, advertising, offering for sale, any products, 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 under the impugned marks L-ARGI-9 FORTE, 



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or any other mark which is identical/deceptively similar to the Plaintiff's trademarks ARG 9 amounting to 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 associates, affiliates, partners, directors, proprietors, subsidiaries, affiliates, franchisees, e-commerce and warehouse aggregators, officers, servants, agents, distributors, stockists, representatives, licensees and anyone acting for or on their behalf directly or indirectly, as the case may be from performing any actions, especially using the impugned marks L-ARGI-9 FORTE,

L-ARGI-9 FORTE

or any mark which is deceptively similar and or identical to the plaintiff's registered trademark ARG 9 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 the plaintiff a sum of INR 10,00,000/- (Rupees Ten Lakhs only) as damages for having committed infringement of the plaintiff's registered trademark and passing off in respect of the plaintiff's trademark ARG 9;



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e. A preliminary decree be passed in favour 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 defendants in respect of their alleged activities bearing the impugned marks L-ARGI-9 FORTE,

L-ARGI-9 FORTE

or any mark which is deceptively similar and or identical to the plaintiff's trademarks ARG 9 in any manner whatsoever;

f. Directing the defendants for delivery up of any brochures/printed material and/or any material bearing the impugned marks L-ARGI-9 FORTE,

L-ARGI-9 FORTE

which infringe the plaintiff's registered trademark 'ARG 9';

g. Costs of this litigation borne by the plaintiff and any other such relief as this Hon'ble Court may deem fit, in the circumstances of the case, in the interest of justice and equity.

For Plaintiff : Mr.M.S.Bharath

For Defendants : Mr.Poojesh J



JUDGMENT

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The suit was filed seeking remedies in respect of alleged trademark infringement and passing off. Parties have reached a settlement and executed a memorandum of compromise in December, 2025. The said memorandum of compromise has been executed by an authorised signatory of the plaintiff, by a partner of the first defendant and by an authorised signatory of the second defendant. The respective counsel have also signed the document.

2. In the memorandum of compromise, the defendants have acknowledged that the plaintiff is the exclusive proprietor of the registered trademark ARG 9 and its formative marks. Secondly, they have agreed to a decree as prayed for in paragraph Nos. 79 (a), (b) and (c) of the plaint. The plaintiff has agreed to relinquish the request for relief in terms of paragraph Nos. 79 (e), (f) and (g) of the plaint. In addition, the defendants have agreed to and paid a sum of Rs.30,000/- to the plaintiff towards costs.

3. I find no legal impediment to the issuance of a decree in terms of the said compromise. Therefore, the suit is decreed as per the reliefs claimed in paragraph Nos. 79 (a), (b) and (c) of the plaint. The suit is dismissed with regard to the prayers in paragraph Nos. 79 (e), (f) and (g) of the plaint. The memorandum of



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compromise shall form an integral part of the decree. In view of the settlement, there will be no separate order as to costs. Consequently, connected applications are closed.

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Index:Yes/No
Neutral Citation:Yes/No
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