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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29-10-2026

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THE HON'BLE MR.JUSTICE P.B. BALAJI

C.S(COMM DIV) No. 237 of 2026
and O.A.Nos.820, 821 and 822 of 2026
and A.No.3448 of 2026

CNR: {HCMA011826292026}

Apex Laboratories Pvt Ltd
29, III Floor, SIDCO Garment complex, Guindy,
Chennai 600032
Rep by its Authorised Signatory,
Mr.S.Sundaravadivel

..Plaintiff

Vs

Medifame Biotech
First Floor, Plot No.153, Industarial Area Phase 2,
Panchkula, Haryana-134113

..Defendant

a) A permanent injunction restraining the Defendant, by itself its partners, men, servants, agents, distributors, stockiest, representatives or anyone claiming through or under them from in any manner infringing the plaintiffs registered trademark ARK PAIN RELIEF SPRAY under No.2654084 in class 5 by using a deceptively similar trade mark AR-KD or any other trademark deceptively similar to the plaintiffs registered trademark or in any other manner whatsoever b) A permanent injunction restraining the Defendant, by itself its partners, men, servants, agents, distributors, stockiest, representatives or anyone claiming through or under them from in any manner committing acts of copyright infringement by using , in the course of trade, artistic works for the defendants containers which are substatntial reproduction of plaintiff copyright in colour scheme, get up and layout for their AR-KD fro any containers or in any other manner whatsoever....

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For Plaintiff: Mr.Nida S.

For Defendant: Mr.A.K.Rajaraman

JUDGMENT

Learned counsel for the plaintiff and the learned counsel for the defendant have brought to my notice that the parties have already entered into a Memorandum of Compromise and the same is duly reduced into writing in and by Memorandum of Compromise dated 26.09.2026. The original of the said Memorandum of Compromise is presented before this Court for approval.

2. I find that the Memorandum of Compromise dated 26.09.2026 is duly signed by the plaintiff's authorised signatory and the proprietor of the defendant concern. The respective counsel have also joined the execution on the said Memorandum of Compromise. Learned Counsel on either side pray for a decree to be passed in terms of the joint memorandum of compromise dated 26.09.2026. The joint memorandum of compromise is scanned and reproduced hereunder for ready reference:-

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IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)

C.S. (Comm. Div) No. 237 of 2026

Apex Laboratories Pvt. Ltd.,
29, III Floor, SIDCO Garment Complex,
Guindy, Chennai 600 032
rep by its Authorised Signatory,
Mr. S.Sundaravadivel

.... Plaintiff

Vs

Medifarma Biotech
First Floor, Plot No. 153, Industrial Area Phase 2,
Panchkula, Haryana 134113 .... Defendant

MEMORANDUM OF COMPROMISE ENTERED BETWEEN THE PLAINTIFF AND DEFENDANT

The Plaintiff and the Defendants jointly submit as follows:

1. The Plaintiff filed the above suit against the Defendants praying for judgment or decree on the following terms:

a. a permanent injunction restraining the Defendant, by itself, its partners, men, servants, agents, distributors, stockiest, representatives or anyone claiming through or under them from in any manner infringing the plaintiff's registered trademark ARK PAIN RELIEF SPRAY under No. 2654084 in Class 5 by using a deceptively similar trademark AR-KD or any other trademark deceptively similar to the plaintiff's registered trademark or in any other manner whatsoever;

b. a permanent injunction restraining the Defendant, by itself, its partners, men, servants, agents, distributors, stockiest, representatives or any one claiming through or under them from in any manner committing acts of copyright infringement by using, in the course of trade, artistic works for

For Apex Laboratories Pvt. Ltd.
Authorised Signatory

For Medifarma Biotech
Gurmeet Kaur

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the defendant's containers which are a substantial reproduction of Plaintiff' copyright in colour scheme, get up and layout for their AR-KD for any containers or in any other manner whatsoever;

c. a permanent injunction restraining the Defendant, by itself, its partners, men, servants, agents, distributors, stockiest, representatives or any one claiming through or under them from in any manner passing off and/or enabling others to pass off the Defendant' products under the trademark AR-KD as and for the Plaintiff' products by manufacturing, selling or offering to sell, distributing, displaying, printing, stocking, using, advertising their products with a trademark and/or label or artistic work that is identical in colour scheme, get up and layout with that of the plaintiff's ARK PAIN RELIEF SPRAY trademark or artistic work or in any other manner whatsoever;

d. the Defendant be ordered to surrender to Plaintiff for destruction of all products, labels, cartons, dyes, blocks, moulds, screen prints, packing materials and other materials bearing the trademark AR-KD PAIN RELIEF SPRAY or any mark deceptively similar to Plaintiff' trademark and artistic works ARK PAIN RELIEF SPRAY label.

e. a preliminary decree be passed in favour of the Plaintiff directing the Defendant to render account of profits made by use of trademark and copyright in the artistic work AR-KD label and a final decree be passed in favour of the Plaintiff for the amount of profits thus found to have been made by the Defendant after the latter have rendered accounts;

f. for costs of the suit; and

g. pass such further or other reliefs as this Hon'ble Court may deem fit and necessary in the circumstances of the case and thereby render justice.

For apex laboratories private limited

Authorised Signatory

For Medfarm Biolog

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2. The Defendant has approached the Plaintiff for amicable settlement of the dispute and the Plaintiff also agreed to settle the dispute on the following terms and conditions reduced hereunder: -

a. That the Defendant undertakes that it will not manufacture or market or otherwise deal with the products bearing the trademark AR-KD SPRAY or any other trademark identical or deceptively similar to the Plaintiff's product ARK at point of time in the future whatsoever.

b. The defendant hereby also discloses the details of the manufacturer and marketer of the products bearing the said trademark AR-KD spray which is as follows:

MANUFACTURE DETAILS:-

SAAR BIOTECH PVT. LTD

KHASRA NO-1486/1195, KHATAUNI NO-248/254, 22/

24, KHASRA NO-1483/1194, NALAGARH ROAD, BADDI VILLAGE-BHIUD, BADDI

GST NUMBER-02AARCS5909A1ZJ

MARKETER DETAILS:-

MEDIFAME BIOTECH

PLOT NO 153 INDUSTRAIL AREA PHASE 2

PANCHKULA HARYANA

PINCODE-134113

For Medifame Biotech

For apex Intrasafe private limited

Authorised Signatory

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c. The Plaintiff and Defendant pray that the above suit may be decreed in terms of Prayers (a) (b) and (c) of Paragraph 29 of the Plaint and the plaintiff is willing to give up the reliefs under Prayers 29 (d) and 29 (e) of the Suit in view of this Memorandum of compromise since the defendant also confirms and undertakes that they have already destroyed all the packing and marketing material related to "AR-KD SPRAY", and have stopped using the trademark "AR-KD SPRAY" in their possession.

d. That the defendant also undertakes that there are no stock of the products delivered to them in the market and the dispatch details of the last consignment is as follows:

Sl.No. Despatch details/Invoice No. Date of dispatch and consignee

1 (VRL TRANSPORT) (GR NO-110258?065)

INVOICE NO-A000062

DISPATCH DATE-20-03-2026

CONSIGNEE:-

SHREE VENKATESHWARA PHARMA

#35 GROUND FLOOR, 2ND CROSS, BAYALU BASAVAN

TEMPLE ROAD, 2ND STAGE, BASAVESHWARANAGAR,

KOMMAGHATTA, SULIKERE POST, BANGALORE-560060

STATE-KARNATAKA

For apex laboratories private limited

Authorised Signatory

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GST NUMBER-29GEAPS5338B1ZT

d. That the defendant states that in the event of breach of this undertaking to this Hon'ble Court, they are liable for punitive damages to the plaintiff in addition to any other legal right available to the plaintiff.

In the above circumstances, it is prayed that this Hon'ble Court may be pleased to pass a judgment and decree in terms of the memo of compromise and pass such further or other order which may deem fit and proper to the facts and circumstances of the case and thus render justice.

Dated at Chennai on this the 26th day of September 2026

Reliapex Insurance Broker private limited
Authorised Signatory

For Medifarma Biotech
29/9/2026

PLAINTIFF

DEFENDANTS

COUNSEL FOR PLAINTIFF

COUNSEL FOR DEFENDANTS

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3. In the light of the above, the suit is decreed in terms of the joint memorandum of compromise dated 26.09.2026 which shall form part and parcel of the decree, No costs. Consequently, connected applications are closed.

29-10-2026

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

SR

C.S(COMM DIV) No. 237 of 2026

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