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C.S.(Comm.Div.)No.288 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.03.2026

CORAM:

THE HONOURABLE MR. JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm.Div.)No.288 of 2025

and

O.A.Nos.1073 to 1075 of 2025

and A.No.5636 of 2025

Apex Laboratories Pvt Ltd
29, III Floor, SIDCO Garment Complex,
Guindy, Chennai 600 032

... Plaintiff

vs.

1. Zota Healthcare Ltd
ZOTA HOUSE, 3rd Floor,
Bhagwan Aiyappa Complex,
Opp.GIDC.Pandesara Industrial Estate,
Udhna Navsari State Highway,
Bedwad, Surat-394210
2. Necon Pharmaceutical
Plot Nos. 122, 123, 132, 133,
Block No.15, Bolav GIDC, Bolav Gam,
Kim, Surat, Gujarat -394110

.. Defendants

Plaint filed under Order VII Rule 1 of The Code of Civil Procedure, 1908 and Order IV Rule 1 of O.S.Rules r/w Sections 27, 28, 29, 134, 135 of The Trade Marks Act, 1999 and Sections 51, 55 and 62 of Copyrights Act, 1957 praying for a judgment and decree on the following terms:



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a) Permanent injunction restraining the Defendants, by itself, its partners, men, servants, agents, distributors, stockiest, representatives or any one claiming through or under them from in any manner infringing the plaintiff's registered trademarks ZINCOVIT under No. 487453 in Class 5 and other registered trademarks by using a deceptively similar trademark ZINCOVIS or any other trademark deceptively similar to the plaintiff's registered trademark or in any other manner whatsoever;

b) a permanent injunction restraining the Defendants, 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, labels/artistic works which are a substantial reproduction of Plaintiff's registered copyright under No. A. 115854/2017 in colour scheme, get up and layout for their ZINCOVIS for any tablets, syrup, drops etc., or in any other manner whatsoever;

c) a permanent injunction restraining the Defendants, 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 Defendants' products under the trademark ZINCOVIS as and for the



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plaintiff's 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 ZINCOVIT trademark or artistic work or in any other manner whatsoever;

d) the Defendants 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 ZINCOVIS label or any mark deceptively similar to plaintiffs' trade mark and artistic works ZINCOVIT label.

e) a preliminary decree be passed in favour of the Plaintiff directing the Defendants to render account of profits made by use of trademark and copyright in the artistic work ZINCOVIS 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; and

f) for costs of the suit.

For Plaintiff : Mr.R.Sathish Kumar

For Defendants : Mr.A.Jayesh Kumar Daga



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JUDGMENT

The suit was filed for remedies in respect of alleged infringement of trade mark and passing off relating to the use of the impugned mark ZINCOVIS by the defendants.

2. Parties have reached a settlement and executed a joint memorandum of compromise dated 25.03.2026. Said document has been signed by authorised signatory of the plaintiff and authorised signatory of both the first defendant and second defendant. Respective counsel have also signed the same.

3. The defendants have agreed to change their trademark as depicted below





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4. Both parties have agreed that the suit may be decreed in terms of prayers (a), (b) and (c) of paragraph No.35 of the plaint and the plaintiff has agreed to relinquish the relief claimed in paragraph Nos.35(d) and 35(e) of the plaint. I see no legal impediment for the issuance of a decree in terms of the compromise.

5. Accordingly, the suit is decreed in terms of prayers (a), (b) and (c) of paragraph No.35 of the plaint. In view of the settlement, there will be no order as to costs. Consequently, connected applications are closed.

30.03.2026

Index:Yes/No
Neutral Citation:Yes/No
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SENTHILKUMAR RAMAMOORTHY,J.

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