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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30-04-2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

**C.S(COMM DIV) No. 309 of 2025
and O.A.No.1127 of 2025
and A.No.6053 of 2025**

Flaring Formulations Private Limited
Plot No. 124(1), Surya Narayana Nilayam, 1st
Floor, 4th Street, Sai Nagar, Virugambakkam,
Chennai 600092, Tamil Nadu.
Rep by its Director Mr.S.R.Vishnu Gopi

..Plaintiff(s)

Vs

1. Pure and Cure Healthcare Private Limited
(A Subsidiary of Akums Drugs and
Pharmaceuticals Limited)
Plot No.26A, 27-30, Sector-8A,
I.I.E., SIDCUL,
Ranipur, Haridwar 249403
Uttarakhand
2. East India Pharmaceutical Works Limited
No. 6, Little Russell Street, Kolkata - 700071,
West Bengal

..Defendant(s)

PRAYER: Plaint filed under Order IV Rule 1 of O.S.Rules and Order VII Rule 1 of the CPC Read With Sections 27, 134 & 135 of the Trade Marks Act, 1999, praying that the judgment and decree as follows:

(a) Granting a permanent injunction, restraining the Defendants, by itself, their servants, agents, distributors, or anyone claiming through them from



manufacturing, selling, advertising and offering for sale using the Trade Mark SOFTOOL/SOFTTOOLS as such or prefix or suffix in any Medicinal or pharmaceutical products or any related goods And Parts included in Class 5 or in any other goods manufactured and sold by the Defendants or its trading style or in any media and use the same in invoices, letter heads and visiting cards or by using any other trade mark which is in any way visually, or phonetically identical or deceptively similar to the Plaintiffs registered Trade Mark FLARING SOFTTOOLS or in any manner infringing the Plaintiffs Registered Trade Mark No. 5251206 or any other trade marks.

(b) Granting a permanent injunction, restraining the Defendants, by itself, their servants, agents, distributors, or anyone claiming through them from manufacturing, selling, advertising and offering for sale using the Trade Mark Trade Mark SOFTOOL/SOFTTOOLS as such or prefix or suffix in any Medicinal or pharmaceutical products or any related goods And Parts included in Class 5 or in any other goods manufactured and sold by the Defendants and its trading style or in any media and use the same in invoices, letter heads and visiting cards or by using any other trade mark which is in any way visually, or phonetically identical or deceptively similar to the Plaintiffs Trade Mark FLARING SOFTTOOLS or in any manner pass off the Plaintiffs goods.

(c) Directing the Defendants to surrender to the Plaintiff all the goods, packing materials, cartons, advertisement materials and hoardings, letter-heads, visiting cards, office stationery and all other materials containing/bearing the



Trade Mark SOFTOOL or other deceptively similar mark to the Plaintiffs
Trademark FLARING SOFTOOL

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(d) Directing the Defendants to render an account of profits made by them by the use of the impugned Trade Mark SOFTOOL on the goods included in Class 5 and decree the suit for the profits found to have been made by the Defendants, after the Defendants has rendered account.

For Plaintiff(s): Ms.Gladys Daniel
for M/s.C.Daniel

For Defendant(s): M/s.Tarun Raokallakuru for D1
Ms.R.Sahana
for M/s.Titto Prabhu for D2

JUDGMENT

The suit was filed for remedies in respect of alleged trade mark infringement and passing off relating to the use of the impugned mark SOFTOOL / SOFTTOOLS.

2. The first defendant is the manufacturer of the goods for and on behalf of the second defendant. In the written statement of said defendant, said defendant has stated that it will abide by any decisions taken by the second defendant.

3. The plaintiff and the second defendant have reached a settlement and



executed memorandum of compromise dated 30.04.2026. S.R.Vishnu Gopi, Director of the plaintiff, and Mr.Kamaludheen, Branch Manager of the second defendant, have executed the memorandum of compromise. Respective counsel have also signed the document.

4. In the memorandum of compromise, the second defendant has submitted itself to a decree in terms of reliefs claimed at clauses (a) and (b) of paragraph 18 of the plaint. The plaintiff has agreed to give up reliefs claimed in clauses (c) to (f) of paragraph 18 of the plaint.

5. I find no legal impediment to the issuance of a decree in terms of the memorandum of compromise.

6. Therefore, this suit is decreed in terms of clauses (a) and (b) of paragraph 18 of the plaint. In view of the settlement, there will be no order as to costs. The memorandum of compromise shall form an integral part of the decree. Consequently, the connected applications are closed.

30-04-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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SENTHILKUMAR RAMAMOORTHY, J.

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