

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL IP SUIT (L) NO. 28038 OF 2025
WITH
INTERIM APPLICATION (L) NO.28417 OF 2025
WITH
LEAVE PETITION (L) NO.28176 OF 2025
WITH
COURT RECEIVER REPORT NO.458 OF 2025
IN
COMMERCIAL IP SUIT (L) NO.28038 OF 2025

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Sun Pharmaceutical Industries Ltd. ... Plaintiff

V/s.

Nectar Life Care & Anr.Defendants

Mr. Ayush Tiwari i/by Mr. Shekhar Bhagat and Neelaja Kirpeka, for
the Plaintiff.

Ms. Aishwarya Kantawala a/w Mr. Yash Patel and Mr. Sujoy
Mukherjee for the Defendant Nos.1 & 2.

Mrs. S. S. Chipkar, Master (Adm.) Court Receiver present.

CORAM : MADHAV J. JAMDAR, J.

DATED : 8 OCTOBER 2026

P. C. :-

Leave Petition (L) NO.28176 OF 2025

1. Perused the averments in the Plaint and Leave Petition.
2. For the reasons set out in Leave Petition, the same is allowed in terms of prayer clause (a).

Commercial IP Suit (L) NO.28038 OF 2025

3. Learned counsel appearing for the Plaintiff and learned counsel for the Defendants state that the parties have settled the dispute and tendered the 'Consent Terms'.
4. The consent terms are signed on behalf of the Plaintiff-Sun Pharmaceutical Industries Limited by its constituted attorney, Mr. Mayur Gautam. The specific power of attorney is annexed as Annexure "A" at page nos. 18 to 22 of the Consent Terms. The consent terms are signed by Mr. Nileshkumar Mahadevbhai Patel, who is the proprietor of Defendant No. 1-Nectar Life Car, and also authorised signatory of Defendant No.2- Kashmir Formulations Private Limited. A letter of authority is annexed as Annexure "D-Colly" at page no. 30.
5. Both Mr. Mayur Gautam and Mr.Nileshkumar Mahadevbhai Patel appears through Video Conferencing and state that the

parties have settled the dispute and they have signed the consent terms. The consent terms are also signed by respective advocates who identify signatures of respective parties.

6. Accordingly, the Consent Terms are taken on record and marked as “X” for identification. A scanned copy of the Consent Terms is reproduced herein below:

Coram: Madhav J. Jamdar J
Date : 08/10/2026

"X" Associate

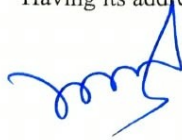
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT NO. 28038 OF 2025

Sun Pharmaceutical Industries Ltd.)
a company incorporated under)
the Companies Act, 1956)
having its corporate office and)
principal place of business at)
Sun House, Plot No. 201 B/1,)
Western Express Highway,)
Goregaon (East), Mumbai 400063)...Plaintiff

Versus

1. NECTAR LIFE CARE)
having its address at:)
a. 403 & 501, Shilp Aperia, Iscon)
Ambli Road, Nr. Landmark Hotel,)
Bodakdev, Ahmedabad,)
Gujarat, 380052)
b. PF-13, Opp. Procter & Gamble,)
Bol GIDC-2, Sanand,)
Ahmedabad-382170,)
Gujarat, India)

2. Kashmir Formulations Pvt. Ltd)
Having its address at:)

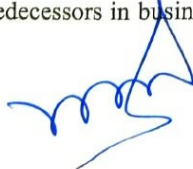



3

- a. 403, Shilp Aperia, Nr. Landmark)
 Hotel Iscon-Ambli Road, Bodakdev,)
 Ahmedabad, Gujarat 380052)
 b. 49, Gopi Bunglows, Vastral Road,)
 Ahmedabad-382418)..Defendants

CONSENT TERMS

1. The Plaintiff above named are a part of the well-known Sun Pharma Group consisting of its flagship company, Sun Pharmaceutical Industries Limited, which is a leading global specialty generic pharmaceutical company, headquartered in India. Plaintiff shall hereinafter, unless repugnant to the context or meaning thereof, also include its predecessors in business and title, its affiliates, sister concerns, parent concerns, licensees, associates, permitted users, assignees, etc. Plaintiff and its group companies/subsidiaries/its predecessor in title, for the sake of brevity, are called as "Sun Pharma". The Defendants are engaged in manufacture and distribution of generic medicines wherein Defendant No. 1 and Defendant No. 2 are sister concerns, conducting their business from Ahmedabad, Gujarat. Defendant No. 1 is the Marketer and Defendant No. 2 is the Manufacturer of generic medicines. Defendant shall hereinafter, unless repugnant to the context or meaning thereof, also include its predecessors in business and title, its affiliates, sister concerns, parent




4

concerns, licensees, associates, permitted users, assignees, etc. Present consent terms arrived between Plaintiff and Defendants.

2. The Parties have amicably settled the dispute in the above suit on the following terms:

2.1 The Defendant No.1 and 2, together, acknowledge and admit the ownership and rights of the Plaintiff in Plaintiff's registered Trade Marks 'HISTAC' and 'OMESEC' bearing Registration Nos. 485074 and 488276 respectively in Class 05 of NICE Classification. The Defendant No.1 and 2 further undertake that they shall not challenge the validity of the registration and status of well known marks Viz. HISTAC and 'OMESEC'. Basis the settlement reached, the Defendant No.1 and 2 has agreed to a decree on admission in terms of prayer clauses (a), (b), (c), (d) of the plaint which are reproduced hereunder:

a. that, the Defendants by themselves, through their promoters, proprietors, partners, directors, affiliates, associate/s, sister/group companies, employees, manufacturers, servants, agents, stockists, super-stockiest, e-commerce and warehouse aggregators, distributors, purchasers, dealers, franchisees, licensees, assigns, wholesalers, retailers, custodians, importers, exporters, predecessors, successors and all persons claiming through and/or under them or acting on their behalf or connected with them in their business be restrained by a order/ decree



5

of perpetual injunction of this Hon'ble Court from infringing the Plaintiff's said registered trade mark 'HISTAC' bearing registration no.485074 in class 5, by the use of the impugned trade mark 'L-HISTACT-M' and/or any other trade mark identical with and/or deceptively similar to the Plaintiff's said registered trade mark bearing no.485074 in class 5 in respect of the goods covered by the Plaintiff's said registration or like goods or in any other manner whatsoever;

- b. that, the Defendants by themselves, through their promoters, proprietors, partners, directors, affiliates, associate/s, sister/group companies, employees, manufacturers, servants, agents, stockists, super-stockiest, e-commerce and warehouse aggregators, distributors, purchasers, dealers, franchisees, licensees, assigns, wholesalers, retailers, custodians, importers, exporters, predecessors, successors and all persons claiming through and/or under them or acting on their behalf or connected with them in their business be restrained by a order/ decree of perpetual injunction of this Hon'ble Court from infringing the Plaintiff's said registered trade mark 'OMENEC' bearing registration no.488276 in class 5, by the use of the impugned trade mark 'OMENEC' and/or any other trade mark identical with and/or deceptively similar to the Plaintiff's said registered trade mark bearing




no.488276 in class 5 in respect of the goods covered by the Plaintiff's said registration or like goods or in any other manner whatsoever;

c. that, the Defendants by themselves, through their promotors, proprietors, partners, directors, affiliates, associate/s, sister/group companies, employees, manufacturers, servants, agents, stockists, super-stockiest, e-commerce and warehouse aggregators, distributors, purchasers, dealers, franchisees, licensees, assigns, wholesalers, retailers, custodians, importers, exporters, predecessors, successors and all persons claiming through and/or under them or acting on their behalf or connected with them in their business be restrained by a order/ decree of perpetual injunction of this Hon'ble Court from using, trading, manufacturing, stocking, selling, distributing, marketing, displaying, exhibiting, offering for sale or otherwise dealing in impugned goods and/or medicinal and pharmaceutical preparations and/or like goods bearing the impugned trade mark 'L-HISTACT-M', the Defendants are passing off their goods as and for the Plaintiff's well-known goods under the said trade mark 'HISTAC';

d. that, the Defendants by themselves, through their promotors, proprietors, partners, directors, affiliates, associate/s, sister/group companies, employees, manufacturers, servants, agents, stockists,

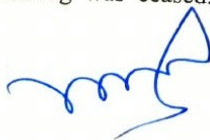


7

super-stockiest, e-commerce and warehouse aggregators, distributors, purchasers, dealers, franchisees, licensees, assigns, wholesalers, retailers, custodians, importers, exporters, predecessors, successors and all persons claiming through and/or under them or acting on their behalf or connected with them in their business be restrained by a order/ decree of perpetual injunction of this Hon'ble Court from using, trading, manufacturing, stocking, selling, distributing, marketing, displaying, exhibiting, offering for sale or otherwise dealing in impugned goods and/or medicinal and pharmaceutical preparations and/or like goods bearing the impugned trade mark "OMENEC", the Defendants is passing off their goods as and for the Plaintiff's well-known goods under the said trade mark "OMESEC";

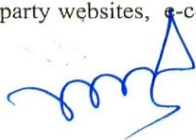
2.2. The Defendants hereby undertake that, with effect from the date of execution of these Consent Terms, they shall not manufacture, market and distribute, directly or indirectly, any products bearing the impugned trademarks "HISTACT", "ENECT", "OMENEC", "PREDMIK", "LUMIK", and "SNIZACT" and any mark comprising of the impugned trademarks.

2.3 It is clarified and agreed between the Parties that in relation to prayer clause (f) concerning destruction of infringing goods/materials in possession, the Defendant Nos.1 and 2 hereby clarify and confirm that no outstanding stock as on date remains and that before the institution of the captioned Suit, all manufacturing was ceased. Hence, the Defendants submit that no goods




remain available for destruction and that the Plaintiff is at liberty to inspect and if discovered, destroy all goods including the infringing packaging, foils, wrappers, outer cartons and other promotional material and all such things bearing the impugned marks. In the event of discovery of any such material, such destruction shall be carried out in the presence of the Plaintiff's authorized representatives by the Defendant No.1 and 2 at their own cost within 30 days from date of execution of this consent terms and submit the compliance report within 7 days from performing such destruction to the Plaintiff.

- 2.4 The Defendants agree and undertake that they shall not hereinafter adopt or use the impugned trade marks "HISTACT", "ENECT", "OMENEC", "PREDMIK", "LUMIK", "SNIZACT", and/or any other trademark identical with and/or deceptively similar to Sun Pharma's trade marks "HISTAC" and/or "EZACT" and/or, "OMESEC" and/or, "PREDMET" and/or, "LUMIA" and/or, "NEZACT" and/or any trade-dress/ packaging of the impugned marks which is identical with and/or deceptively similar to the Plaintiff's trademarks "HISTAC" and/or "EZACT" and/or, "OMESEC" and/or, "PREDMET" and/or, "LUMIA" and/or, "NEZACT", trade-dress/packaging in relation to the medicinal and pharmaceutical preparations, nutraceutical preparations and/or like/ cognate/ allied / similar goods thereof.
- 2.5 The Defendants submit that all the listings on Defendants' websites and on any third party websites, e-commerce platforms, online business directories,



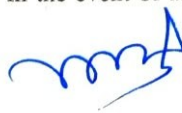

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and social media handles bearing the impugned trademarks "HISTACT", "ENECT", "OMENEC", "PREDMIK", "LUMIK", "SNIZACT", and/or any other trademark identical with and/or deceptively similar to the Plaintiff's trademarks "HISTAC" and/or "EZACT" and/or, "OMESEC" and/or, "PREDMET" and/or, "LUMIA" and/or, "NEZACT", have been removed. It is further clarified that, insofar as listings on third-party websites, e-commerce platforms, online business directories and social media platforms are concerned, the Defendants shall be responsible for procuring the removal of all listings bearing the impugned trade marks that were created, published, uploaded or caused to be uploaded at the instance, request, authorization or direction of the Defendants or any person acting on their behalf within 7 days of signing this consent terms. Where the listing is made independently by third parties without request or control of the Defendants, accordingly, the Defendants undertake to use their best endeavours, to the best of their knowledge and ability, to notify, request and direct such third parties to remove all listings bearing the impugned trade marks. However, the Defendants shall not be held liable for any failure, delay or non-compliance on the part of such independent third parties in effecting such removal, and the same shall not constitute a breach of the present Consent Terms. The Party further undertakes that no fresh production, procurement, or replenishment of goods bearing the conflicting mark(s) shall be undertaken during this period.




10

2.6 With regards to impugned goods bearing the impugned trade marks “ENECT”, “PREDMIK”, “LUMIK”, “SNIZACT”, and/or any other trademark identical with and/or deceptively similar to the Plaintiffs trade marks and/or “EZACT” and/or, and/or, “PREDMET” and/or, “LUMIA” and/or, “NEZACT”, Defendant No.1 and 2 hereby clarify and confirm that no outstanding stock as on date remains and all manufacturing has been already ceased. Hence, the Defendants submit that no goods remain available for destruction and that the Plaintiff is at liberty to inspect and if discovered, destroy all goods including the infringing packaging, foils, wrappers, outer cartons and other promotional material and all such things bearing the impugned marks. In the event of discovery of any such material, such destruction shall be carried out in the presence of the Plaintiff's authorized representatives by the Defendant No.1 and 2 at their own cost within 30 days from date of execution of this consent terms and submit the compliance report within 7 days from performing such destruction to the Plaintiff. The Defendants shall use commercially reasonable efforts to comply with their obligations relating to removal of online listings and destruction of goods within the timelines stipulated herein. However, the Defendants shall not be held liable for any delay or non-compliance caused due to factors beyond their reasonable control, including but not limited to third-party platform delays, technical issues, regulatory restrictions, acts of God, or non-cooperation of third parties. In the event of any such delay, the Defendants shall promptly



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notify the Plaintiff and shall be granted a reasonable extension of time of 15 (Fifteen) working days to complete such obligations.

2.7 The defendants agree to provide last batch details of the impugned marks "HISTACT", "ENECT", "OMENEC", "PREDMIK", "LUMIK", "SNIZACT" and/or any other trademark identical with and/or deceptively similar to the Plaintiff's trademarks "HISTAC" and/or "EZACT" and/or, "OMESEC" and/or, "PREDMET" and/or, "LUMIA" and/or "NEZACT", which are as below:

Impugned Mark with its SKU	Batch No. & Quantity	Mfg. Date	Exp. Date	MRP
Histact	Batch No: 25DT011B Qty.: 05 Box (50x10Tab)	Nil	Jan-25	305/-
Omenec	Batch No: NA Qty.: Nil	Nil	NA	NA
Predmik	Batch No: NA Qty.: Nil	Nil	NA	NA
Lumik	Batch No: D034 Qty.: 1326 Lumik Tube	Nil	Apr-25	23,961/-
Snizact	Batch No: NA Qty.: Nil	Nil	NA	305/-
ENECT	Batch no: NL0132 Stock: 100	NIL	Feb-2026	1124/-

12

2.8 Defendant No. 1 undertake, within a period of 7 (seven) days from the date of execution of these consent terms, it shall file withdrawal application / request to the Registry of the Trade Marks to withdraw the Trade Mark Registration bearing no. 6131511 i.e. for "SNIZACT", in Class 5 and shall submit copies of such withdrawal application/ request and share the acknowledgement receipt to the Plaintiff and/or its Attorneys within 7 (seven) days from the date of such request.

2.9 The Defendants state and confirm that apart from the Impugned Application No. 6131511 i.e. for "SNIZACT", they have not applied for registration of any trade mark and/or copyright for the impugned trade mark "HISTACT", "ENECT", "OMENEC", "PREDMIK", "LUMIK", or any other deceptively/phonetically similar trademark containing the word "HISTACT", "ENECT", "OMENEC", "PREDMIK", "LUMIK", "SNIZACT" and/or or for any other trade mark and/or packaging which is identical with or deceptively similar to the Sun Pharma's said trade marks/ trade dress "HISTAC" and/or "EZACT" and/or, "OMESEC" and/or, "PREDMET" and/or, "LUMIA" and/or, "NEZACT", or in any other manner whatsoever. In case of any such existing application/s having been filed by the said Defendants, the said Defendants shall file relevant form(s) / application(s) / request(s) to withdraw the same within a period of 7 days from today i.e., signing this consent terms



13

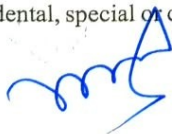
and shall submit copies of such withdrawal form(s) / application(s) / request/s and share the acknowledgement receipt to Sun Pharma and/or its Attorneys within 7 (seven) days therefrom pertaining to the above-mentioned Trademarks only.

- 2.10. The Defendant No.1 and 2 undertake to submit a written Letter of Compliance confirming adherence to all the above terms within one (1) month from the date of execution of these Consent Terms, or immediately upon completion of destruction of stock and promotional materials, whichever is earlier.
3. As per prayer clause (e) of the Complaint, in view of the above and considering the entire understanding between the parties, Defendant No.1 and 2 has issued the Demand Draft in favour of 'Sun Pharmaceuticals Industries Limited' drawn on Axis Bank bearing No. 000197 of Rs 1,00,000/- dated 02/09/2026 for the cost incurred by the Plaintiff for instituting the present suit. In case, Defendant No.1 and 2 are found engaged in any contemptuous act or violation of Plaintiffs aforesaid rights then Sun Pharma reserve the right to take appropriate action against the Defendant No.1 and 2 as available under law for the time being in force including claiming damages for actual business loss and goodwill of the Plaintiff.
4. The Court Receiver is discharged without passing accounts but on payment of his costs, charges and expenses to be paid by the Plaintiff within a period of two weeks from today.




14

5. The Defendants admit that they have perused and understood the contents of the Consent Terms. The said Defendants further state that after understanding of each and every clause/covenant/undertaking the said Defendants have signed and executed these Consent Terms.
6. The Parties further agree and undertake that the present Consent Terms are binding on them and their associates/ affiliates/ sister/ group companies/entities, assignees, and successors in interest or title as the case may be or any individual or entity/ persons claiming through and/or under them or acting on their behalf or connected with them in their business or in concert with them. The Defendants further state that they shall neither directly nor indirectly through their associates, partners or affiliates or entity/ persons claiming through and/or under them or acting on their behalf or connected with them in their business or in concert with them do any act that will circumvent the terms of these Consent Terms.
7. All the signatories to these Consent Terms state that they have the valid authority to represent and settle this suit amicably. Their respective authorities are annexed to the Consent Terms.
8. It is expressly agreed that the Defendants have entered into these Consent Terms without admission of any liability, infringement or wrongdoing, and solely with a view to amicably resolve the disputes. Without prejudice to the foregoing, the Defendants shall not be liable, under any circumstances, for any indirect, incidental, special or consequential damages, including but not limited

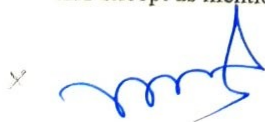


15

to loss of profits, loss of goodwill, or business interruption, arising out of or in connection with the subject matter of the present Consent Terms.

9. On behalf of Sun Pharma, the Consent Terms are signed by one Mr. Mayur Gautam, who is the Power of Attorney holder of the Plaintiff – Sun Pharmaceutical Industries Ltd. On behalf of Defendant No.1 and 2, the Consent terms are signed by Mr. Nilesh Patel, the sole proprietor of Defendant No.1 - Nectar Life Care and also the Director of Defendant no.2 - Kashmir Formulations Pvt. Ltd. Hereto annexed and marked as Annexure “A” is a copy of Power of Attorney in favour of Mr. Mayur Gautam, to sign the Consent Terms on behalf of Sun Pharma. Hereto also annexed and marked as Annexure “B-Colly” is the copy of GST certificates of both the Defendants and hereto also annexed and marked as Annexure “C” is the copy of the Aadhar Card of Mr. Nilesh Patel. Annexure “D-Colly” is copy of Letter of Authority and the Board Resolution of Defendant No.2 in the name of Mr. Nilesh Patel permitting him to sign the Consent Terms on behalf of Defendant No.2.

10. . The Parties hereby mutually and irrevocably release, discharge and waive any and all claims, demands, actions, causes of action, liabilities, costs and expenses of whatsoever nature, whether known or unknown, existing as of the date of execution of these Consent Terms, arising out of or in connection with the subject matter of the present suit, against each other, their respective affiliates, directors, officers, employees, agents, successors and assigns, save and except as mentioned hereinabove.




16

11. The Parties agree that the present Consent Terms constitute a full and final settlement of all disputes forming the subject matter of the present suit. The Plaintiff expressly agrees that it shall not initiate or pursue any civil, criminal or other proceedings against the Defendants in respect of any acts of manufacture, sale, distribution or dealing in the impugned products undertaken prior to the date of order of the Hon'ble High Court of Bombay dated 23rd September, 2025.
12. The Parties agree that they shall not, whether directly or indirectly, make or publish any statement, communication or representation, whether oral or written, that disparages or is likely to harm the reputation, goodwill or business of the other Party or its products.
13. The Parties agree that the terms and conditions of these Consent Terms, as well as all negotiations and communications leading thereto, shall be kept strictly confidential and shall not be disclosed to any third party, save and except where such disclosure is required by law, Court order, or to legal advisors, auditors, or statutory authorities on a need-to-know basis.
14. Refund of court fees as per rules
15. No order as to costs.
16. By consent the above Commercial IP Suit (L) No.28038 of 2025 may kindly be disposed off. In view thereof, Interim Application (L) No. 28417 of 2025 does not survive.



17

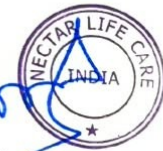
Dated this 08 day of October 2026)

Place:- Mumbai)




General Power of Attorney Holder of

Sun Pharmaceutical Industries Ltd

(Authorised Signatory)




For Defendant No.1 & 2



Shekhar Bhagat

Advocates for the Plaintiff



Aishwarya Kantawala

Advocate for the Defendant No.1



Sujoy Mukherjee

Advocates for the Defendant No.2

7. Various statements made in the Consent Terms are accepted as undertakings given to the Court.

8. Learned counsel appearing for the Defendants states that demand draft of Rs.1 lakh as mentioned in clause 3 of the consent terms has been delivered to the learned counsel appearing for the Plaintiff. The learned counsel of the Plaintiff confirms the same.

9. Accordingly, Commercial Intellectual Property Rights Suit (L) No.28038 of 2025 is decreed in terms of the Consent Terms.

10. Refund of Court fees as per rules.

11. As the Commercial Intellectual Property Rights Suit is disposed of, the Court Receiver stands discharged without passing accounts, subject to payment of costs, charges and expenses to be paid by the Plaintiff within two weeks from the demand being made by the office of the Court Receiver.

12. As the Court Receiver stands discharged, Court Receiver Report No.458 of 2025 stands disposed of, subject to payment of cost of Rs.5000/-.

13. In view of disposal of Commercial Intellectual Property Rights Suit (L) No.28038 of 2025, nothing survives in Interim

Application (L) No.28417 of 2025 and the same is also disposed of in terms of consent terms.

[MADHAV J. JAMDAR, J.]