



**BEFORE THE SPECIAL JUDGE, COMMERCIAL COURTS AND  
6<sup>th</sup> ADDITIONAL DISTRICT & SESSIONS JUDGE AHMEDABAD  
(RURAL) AT MIRZAPUR, AHMEDABAD.**

Commercial Trade Mark Civil Suit No.20 of 2022

La Renon Healthcare Private Limited  
(A company registered under the Companies Act, 1956),  
through its Authorized representative  
Vrajesh Choksi  
Registered Office at 207-208 ISCON Elegance,  
Circle-P, Prahlad Nagar Cross Roads,  
S.G. Highway, Ahmedabad, Gujarat-380015. ....Plaintiff

V E R S U S

1. Stallion Laboratories Private Limited  
Registered Office at: 8<sup>th</sup> Floor Devpath Complex,  
Bh. Lal Bungalow, Off C.G. Road,  
Ahmedabad-380006.  
[Email-infor@stallionlabs.com](mailto:Email-infor@stallionlabs.com).
2. Corbridge Group Philippines Inc.  
Office at: 2/F, Jafer Building,  
118 West Avenue, Quezon City,  
Philippines.  
Also at: 5F, Jafer Building,  
118 West Avenue, Quezon City, Metro Manila,  
Philippines.  
[Email-info@corbridgephilippines.com](mailto:Email-info@corbridgephilippines.com).
3. Ambica International Corporation  
Office at: No.9, Amsterdam Extension,  
Merville Park, Paranaque City,  
Philippines.  
[Email-ambica@pltdtssl.net](mailto:Email-ambica@pltdtssl.net). ....Defendants.

=====  
Appearances:-

Learned Senior Advocate Mr. Devang Nanavati along with Ld. advocate Ms.J.B.Shah for the plaintiff.

Learned Advocate Mr. B.D. Shukla for Defendant No.1.

Defendant Nos. 2 & 3 - Ex-parte.  
=====

**:-ORDER BELOW EXH.36 :-**

1. Plaintiff has filed the present suit for seeking permanent injunction against defendants restraining the violation, infringement and passing off of statutory and common law rights of plaintiff in the trademark "RENOLOG" as the defendants are alleged to be using the trademark "RENALOG" which is identical and deceptively similar to the prior used registered trademark of the plaintiff "RENOLOG" *inter alia* with the following prayers:-

"(a) *The Hon'ble Court may be pleased to pass order/decree of Perpetual and/or Permanent injunction restraining the Defendants, their principal officers, assignees, its Partners, Agents, dealers, distributors, stockists, retailers, servants, family members, and persons as the case may be, from manufacturing, using, marketing, advertising, importing, exporting, dealing, selling, promoting, offering for sale, and/or directly or indirectly using the impugned mark "RENALOG" or any other trademark as may be deceptively similar to the Registered Trademark of the Plaintiff "RENOLOG", amounting to infringement of its Registered Trade Mark "RENOLOG".*

(b) *The Hon'ble Court may be pleased to pass order/decree of Perpetual and/or Permanent injunction restraining the Defendants, their principal officers, assignees, its Partners, Agents, dealers,*

*distributors, stockists, retailers, servants, family members, and persons as the case may be, from manufacturing, using, marketing, advertising, importing, exporting, dealing, selling, promoting, offering for sale, and/or directly or indirectly using the impugned mark "RENALOG" or any other trademark as may be deceptively similar to the Registered and prior used Trademark of the Plaintiff "RENOLOG", amounting to passing off of the defendants' goods as those of the Plaintiff.*

- (c) *The Hon'ble Court may be pleased to pass order/decree of Permanent injunction restraining the Defendants from in any manner allowing misuse of the registered mark/name and/or any of the other registered brands and names of the Plaintiff whatsoever so as to result in the violation of Plaintiff's statutory and common law rights;*
- (d) *An order for the delivery of the infringing goods of the defendants, including the impugned packaging, promotional materials, stationery, dyes, block, etc., bearing the impugned mark "RENALOG" to an authorized representative of the Plaintiff for destruction/erasure;*
- (e) *An order directing the Defendant No.1 to withdraw its application filed for registration of the impugned mark "RENALOG" under TM Application No.4686777 and any other application filed for a mark, which is infringing and/or deceptively similar to the Plaintiff's registered trade mark 'RENOLOG';*
- (f) *An order for rendition of accounts of profit illegally earned by the Defendants and a decree for an amount so found due;*

- (g) *The Hon'ble Court may be pleased to grant damages to the tune of Rs.5 crores to the Plaintiff company.*
- (h) *An order for the cost in the proceedings;*
- (i) *Any other and further order that may be deemed fit and appropriate in the facts and circumstances of the case be passed in favour of the plaintiff and against the defendants.*
2. Opponent Nos. 2 and 3 were duly served with the notice to the present application and a service affidavit in this regard has also been filed by the Ld. Advocate for the plaintiff, but, no one appeared on behalf of Opponent Nos. 2 and 3 therefore, they have been proceeded ex-parte by this court vide order dated 03.09.2022.
3. In pursuance of Service of notice the Defendant No.1 appeared through its Ld. Advocate Mr.B.D. Shukla and filed reply to the present application along with the written statement vide Exh.25 and 24 respectively, after hearing Ld. advocates for the parties interim injunction application Exh.36 was allowed by this court vide order of even date.
4. Present application under order has been filed by the plaintiff and defendant No.1 under Order 23, Rule 3 of the Civil Procedure Code for recording the terms of settlement agreed between the parties and passing of consent decree against defendant no.1 and in favour of plaintiff.
5. Settlement terms as contained in the application cum compromise application vide Exh.36 are as follows:
- a). The terms of settlement contained hereunder are agreed upon by the Parties for themselves as well as for their officers, directors,

- executives, managers, employees, agents, divisions, related and subsidiary entities, group, companies, affiliates, successors and assigns (all of whom are collectively referred to as 'the Parties);
- b). The defendant No.1 admits and acknowledges the absolute proprietary and common law rights of the Plaintiff in the trade mark 'RENOLOG'. The Defendant No.1 also acknowledges the priority in adoption, priority in usage in the trade, validity and subsistence of the trade mark registrations in favour of the Plaintiff.
- c). The defendant No.1 undertakes not to object or challenge the Plaintiff's rights and use or registration of the trade mark 'RENOLOG' and its variants, derivatives, formative and/or conjunctive/combination marks, in any manner whatsoever;
- d). The defendant No.1 undertakes that it has ceased to manufacture/sell/market any products bearing the impugned mark 'RENALOG' in isolation and/or in conjunction with any other prefix/suffix and/or any other mark/label/logo, which is similar to the Plaintiff's registered trade mark 'RENOLOG';
- e). The defendant No.1 undertakes that it has already withdrawn the Application No.4686777 filed before the Trade Marks Registry for registration of the impugned mark 'RENALOG' and shall not apply for the registration of the said mark in the future.
- f). The defendant No.1 undertakes to apply for cancellation of any other mark registered by it and/or withdraw any pending application for registration of any mark containing the word(s) 'RENOLOG' and/or 'RENALOG', standalone or in conjunction

with/in combination whatsoever , or deceptively similar to the Plaintiff's registered trade mark 'RENOLOG', before the Trade Marks Registry, within a period of 3 days from the date of signing of the present application;

- g). The defendant No.1 further undertakes not to file any other application for registration of the mark 'RENALOG' or for registration of any mark which is infringing and/or deceptively similar to the Plaintiff's registered trade mark 'RENOLOG', in the future;
- h). The defendant No.1 undertakes that there is no stock lying with the defendant No.1 of any goods/products and/or packaging material / pamphlets / brochures / leaflets / literature / promotional material bearing the impugned mark 'RENALOG' and that any such material lying with it, as mentioned herein, would be destroyed by the defendant No.1 within a period of 3 days from the date of signing of the present application.
- i). The defendant No.1 undertakes not to use in any manner whatsoever, the impugned mark 'RENALOG' in isolation and/or in conjunction with any other prefix/suffix and/or any other mark/label/logo, which is similar to the abovementioned impugned mark or to the plaintiff's registered trade mark 'RENOLOG' in the future.
- j). The defendant No.1 undertakes not to manufacture or market any product for any third party in any manner with the mark/name/label 'RENALOG' or under any mark/label that is identical and/or deceptively similar thereto or that amounts to

infringement and/or passing off of the plaintiff's rights in the trade mark 'RENOLOG'.

- k). The plaintiff undertakes to give up the reliefs sought in paragraphs 66(f) and (g) of the plaint for any damages and costs of the proceedings.
  - l). By signing the present application, the plaintiff and the defendant No.1 state that they have no further claims or demands against each other and all the disputes and differences in this regard have been amicably settled by the plaintiff and the defendant No.1 through this application.
6. Plaintiff and defendant no.1 appeared and confirmed the terms of compromise agreement Exh.36 and have prayed for passing consent decree in terms of present settlement. I have heard Ld. advocate for the plaintiff and Ld. advocate for the defendant No.1 and have perused the entire judicial record.
7. Before proceeding further this Court would like to reproduce herein the relevant provisions of Law for the ready reference.

**Order 23 Rule 3 of CPC reads as under:-**

*"3. Compromise of suit : - Where it is proved to the satisfaction of the Court that a suit has been adjusted wholly or in part by any lawful agreement or compromise in writing and signed by the parties or where the defendant satisfied the plaintiff in respect of the whole or any part of the subject-matter of the suit, the Court shall order such agreement, compromise satisfaction to be recorded, and shall pass a decree in accordance therewith so far as it relates to the parties to the suit, whether or not the subject-matter of the agreement, compromise or satisfaction is the same as the subject-matter of the suit: Provided that where it is alleged by one party and denied by the other that an adjustment or satisfaction has been arrived at, the Court shall decide the question; but not adjournment shall be granted for the purpose of deciding the question, unless the Court, for reasons to be recorded, thinks fit to grant such adjournment."*

8. To sum up it can be concluded that as per the provisions of Order 23 Rule 3 of CPC if the parties to a civil litigation have adjusted their dispute partly or wholly by lawful agreement or compromise which is in writing and also signed by the parties, the concerned court shall record such agreement or compromise and shall pass a decree in terms of such compromise/agreement. Provisions of Order 23 Rule 3 are mandatory in nature subject to the satisfaction of the concerned court regarding terms of settlement and legality of agreement. Once it has come on record that parties have settled their dispute wholly or in part and have entered into written agreement qua their adjustments and have signed the same then court shall pass a decree in terms of the same after confirming the same from the parties.
9. Hon'ble Apex Court in **M/s. Silver Screen Enterprises Vs. Devkinandan Nagpal, AIR 1970 SC 669** in paragraph 3 has held that:
- "3. .... Once a dispute is validly settled out of Court, it is open to a party to a litigation to move the Court to pass a decree in accordance with the compromise. Rule 3 Order 23 of Code of Civil Procedure provides that where it is proved to the satisfaction of the Court that a suit (which expression includes an appeal) has been settled wholly or in part by any lawful agreement, the Court shall order such agreement, compromise or satisfaction to be recorded and shall pass a decree in accordance therewith so far as it relates to that suit. This is a mandatory provision. ...."*
10. Hon'ble Apex Court in **Triloknath Singh Vs. Anirudh Singh reported in 2020 SCC Online 444** has held that:
- "The scheme of Order 23 Rule 3 CPC is to avoid multiplicity of litigations and permit parties to amicably come to a settlement which is lawful , is in writing and a voluntary act on the part of parties."*
11. Perusal of record transpires that the application cum compromise/consent terms Exh.36 are being signed by the plaintiff and defendant No.1 and by the respective Ld. Advocates for the parties.

Parties have confirmed the terms of compromise. Considering the provisions of law as provided under Order 23 Rule 3 of CPC, judicial record of the present matter, compromise/consent terms Exh.36 and judicial precedents in this regard, it appears that as the suit has not been adjusted wholly or in part, a decree can not be passed at this stage. Plaintiff has shown his willingness to continue the proceedings of present suit against the defendant no.2 & 3 and he is not waiving off his prayers made in present suit against the defendant no.2 & 3, who are ex-parte and not a signatory to present application. It is yet to be established by plaintiff as to whether the right to sue still survives against defendant no.2 & 3 when defendant no.1 who was manufacturing and exporting the infringing goods to defendant no.2 & 3 in Phillipines have compromised the matter with plaintiff as per agreed terms between them.

12. Hence, at this stage, terms of settlement are hereby recorded and appropriate decree against defendant no.1 and in favour of plaintiff would be passed on the basis of terms of compromise/settlement arrived in between the plaintiff and defendant No.1 contained in present application at the time of final disposal of present suit.

**[S. S. P. Jain]**

Special Judge, Commercial Court  
6<sup>th</sup> Addl District & Sessions Judge  
Ahmedabad (Rural) at Mirzapur.  
UIC No.GJ01599.

Date :24.11.2022.  
Place:Ahmedabad.