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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ CS(COMM) 841/2025 & I.As. 19808-813/2025

GLAXO GROUP LIMITED .....Plaintiff

Through: Ms. Tanya Varma, Mr. Vishal Vig, Mr. Vardaan Anand and Ms. Ruchika Yadav, Advocates

versus

AUBADE HEALTHCARE PRIVATE LIMITED AND ANR .....Defendants

Through: None

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

O R D E R

% 14.08.2025

I.A. 19810/2025 (Under Order XI Rule 1(4) CPC)

1. This is an application seeking leave to file additional documents under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 ('CPC') [as amended by the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 ('Commercial Courts Act')], within 30 days.

2. The Plaintiff, if it wishes to file additional documents will file the same within 30 days from today, and it shall do so strictly as per the provisions of the Commercial Courts Act and the Delhi High Court (Original Side) Rules, 2018 ('DHC Rules').

3. For the reasons stated in the application, the same is allowed.

4. Accordingly, the application is disposed of.

I.A. 19809/2025 (Seeking exemption from pre-litigation mediation)

5. The present application has been filed by the Plaintiff seeking exemption from instituting pre-litigation mediation under Section 12A of the Commercial Courts Act, 2015 read with Section 151 of the CPC.

6. Having regard to the facts of the present suit, which contemplates urgent interim relief and in light of the of the Supreme Court in **Yamini Manohar v. T.K.D. Kreethi**[1], exemption from the requirement of pre-institution mediation is granted to the Plaintiff.

7. Accordingly, the application stands disposed of.

I.A. 19811/2025 (Seeking exemption from filing clearer copies and redacted documents)

8. This is an application filed by the Plaintiff seeking exemption from filing clear/true copies of the document and take on record dim copies of the original, which have been filed with the suit.

9. Subject to the Plaintiff filing fair/typed, clear and legible copies of the dim documents within four (4) weeks from today, exemption is granted for the present.

10. The redacted invoices, mentioned at paragraph 3 of the captioned application, relating to the sales figures of products under the trademark ZENTEL, is taken on record as part of the list of documents filed by the Plaintiff. It is noted that Plaintiff has undertaken to file the unredacted documents in a sealed cover.

11. With the aforesaid directions, the application stands disposed of.

[1] (2024) 5 SCC 15.

I.A. 19812/2025 (Seeking to submit the documents in a sealed cover)

12. This is an application filed by the Plaintiff seeking permission to file the documents, mentioned at paragraph 3 of the captioned application, pertaining to sales figures in a sealed cover. The relief sought in this application is a consequence of the exemption prayed for in I.A. No. 19811/2025. It is however clarified that Plaintiff will be entitled to rely upon such documents in these proceedings only after Defendant has been provided access thereto.

13. However, at this initial stage, for the reasons stated in the application, the application is allowed, and the Registry is directed to take on record, the documents pertaining to sales figures in a sealed cover.

14. Accordingly, the application is disposed of.

I.A. 19813/2025 (Seeking leave to file court fee)

15. The present application has been filed under Section 149 read with Section 151 of the Code of Civil Procedure, 1908 (CPC) seeking leave to file court fee within two (2) weeks.

16. The time sought for is granted, failing which the consequences of Order VII Rule 11(b) CPC shall follow.

17. With the aforesaid directions, the application stands disposed of.

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18. The present suit has been filed by the Plaintiff seeking permanent injunction restraining the infringement of its trademarks, passing off, rendition of accounts, etc.

19. Let the plaint be registered as a suit.

20. Summons be issued to the Defendants by all permissible modes on filing of process fee. Affidavit of service(s) be filed within two weeks.

21. The summons shall indicate that the written statement(s) must be filed within thirty (30) days from the date of receipt of the summons. The Defendants shall also file affidavits of admission/denial of the documents filed by the Plaintiff, failing which the written statement(s) shall not be taken on record.

22. The Plaintiff is at liberty to file replications thereto within thirty (30) days after filing of the written statement(s). The replications shall be accompanied by affidavits of admission/denial in respect of the documents filed by the Defendants, failing which the replications shall not be taken on record.

23. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

24. Any party seeking inspection of documents may do so in accordance with the Delhi High Court (Original Side) Rules, 2018.

25. List before the learned Joint Registrar (J) for completion of service and pleadings on **23.09.2025.**

26. List before the Court on **05.02.2026.**

I.A. 19808/2025 (Under Order XXXIX Rule 1 and 2 CPC)

27. This is an application filed by the Plaintiff under Order XXXIX Rule 1 and 2 CPC seeking ex-parte ad-interim injunction against the Defendants for infringement of trademark 'ZENTEL' and passing off.

28. Learned counsel for the Plaintiff states that the Plaintiff is affiliated with the GSK group of companies ('GSK'), of which GSK plc is the parent company. She states that the GSK is a science-led global healthcare entity headquartered in the United Kingdom, and has reported worldwide turnovers of £29.3 billion for 2022, £30.3 billion for 2023, and £31.4 billion

for 2024. She states that GSK was established in 2000, and is known for its innovative research, development, and manufacturing of pharmaceuticals and vaccines.

28.1 She states that the company inherits a historical legacy from its predecessors, which dates back to 1715, emphasizing its long-standing presence in the pharmaceutical and consumer healthcare industries.

28.2 She states that GSK's operations in India have been established for over a century, with GlaxoSmithKline Pharmaceuticals Limited achieving a turnover exceeding Rs. 3,407 crores in the F.Y. 2023-24 and employing over 3,000 individuals by March 2024.

28.3 She states that the Plaintiff is a registered proprietor of the trademark ZENTEL. The trademark is registered in India under registration no. 361874 dated 14.05.1980, granting the Plaintiff exclusive rights and the ability to restrain unauthorized use of identical or similar marks.

28.4 She states that the trademark ZENTEL is an invented and a coined term with no dictionary meaning, conferring a distinctive character to the brand. She states that the ZENTEL was launched globally in 1982 and is utilized by the Plaintiff as an antiparasitic medicine for treating parasitic worm infections, containing the active ingredient Albendazole.

28.5 She states that in India, ZENTEL products were introduced in 1986 and have since established a significant reputation within the pharmaceutical sector, available in various formulations, including chewable tablets and oral suspensions.

28.6 She states that the Plaintiff has actively promoted ZENTEL through various advertising campaigns and has successfully defended its trademark rights in several legal proceedings against entities utilizing similar marks.

She states that this extensive use and recognition have made ZENTEL a known trademark in India, characterized by distinctiveness and customer awareness.

28.7 She states that Defendant No. 1, a private limited company based in New Delhi, filed a trademark application (no. 5611965) for the mark RENTEL in class 5, intended for medicines used in blood pressure treatment. She states that the application, submitted on 16.09.2022, was published in the Trade Marks Journal on 13.01.2025.

28.8 She states that in May 2025, the Plaintiff discovered the abovementioned application and began investigating the Defendant No. 1's use of the mark but found their website inaccessible while locating the product listings on a third-party platform.

28.9 She states that the Plaintiff, concerned about the potential for confusion with their own trademark ZENTEL, which pertains to antiworm medication, issued a cease-and-desist notice on 09.05.2025 to the Defendants requesting the withdrawal of the trademark application, cessation of use of the RENTEL mark, and a recall of related products. She states that the Plaintiff also filed a notice of opposition on the same date, which is currently pending before the Trade Marks Registry.

28.10 She states that in an effort to resolve the matter amicably, the Plaintiff sent a reminder email on 19.05.2025 however, Defendant No. 1's response on 30.05.2025 stated that they believe there is no similarity between the marks and that they adopted RENTEL in good faith. She states that following this, the Plaintiff conducted a market check in July 2025 and discovered RENTEL-branded products available for sale.

28.11 She states that the Defendants' mark <u>R</u>ENTEL is visually and phonetically similar to ZENTEL, with the only distinction being the *first* letter, which she states to be inconsequential. She states that neither the Plaintiff's product nor the Defendants' product are sold by prescription. She states that these medicines are sold over the counter at the pharmacy. She states that the similarity may mislead consumers, leading to potential health risks due to the differing applications of the products—antiworm medication versus hypertension treatment. She additionally states that the Defendants must have been aware of their mark and acted with mala fide intentions by adopting a deceptively similar mark for pharmaceutical products intended for different purposes. She states that Plaintiff's product ZENTEL has been available in India since 1986 and since Defendants are in the same business, they cannot claim ignorance of the Plaintiff's product.

28.12 She states that any unauthorized use of a mark that resembles ZENTEL could harm the Plaintiff's goodwill, leading to consumer confusion and deception and therefore, the Plaintiff asserts its right to protect the integrity of the ZENTEL trademark vigorously.

28.13 She relies upon the enforcement actions taken by the Plaintiff for its trademark ZENTEL, as enlisted in paragraph 15 (ix) of the plaint. She refers to final decree dated 01.10.2019 passed in favour of the Plaintiff by the coordinate Bench in CS (COMM) 292 of 2016 titled as **GlaxoSmithKline Pharmaceuticals Limited v. Naval Kishore Goyal** wherein the rival marks were ZENTEL vs. FENTEL.

29. This Court has heard the learned counsel for the Plaintiff and has perused the application and the documents filed on record.

30. The Plaintiff states that an advance copy of the plaint and the paper book has been duly served on the Defendants as per the rules and the

affidavit of service is on record. However, none appears on behalf of the Defendants.

31. The Plaintiff's trademark ZENTEL and Defendants' mark RENTEL are visually, phonetically and confusingly similar. The Plaintiff has pleaded its trademark ZENTEL has been in use in worldwide since 1982 and in India since 1986. On the other hand, defendants in its application filed before the trademark registry has pleaded a user since 2022.

32. The Plaintiff's product ZENTEL and Defendants' product RENTEL are two different pharmaceuticals products used to cure different types of ailments. Since both of these products are sold without prescription at the pharmacy stores, allowing the Defendants to continue selling its pharmaceutical product under the impugned mark RENTEL, which is visually and phonetically similar to Plaintiff's trademark ZENTEL, poses a significant risk of consumer confusion, which can potentially harm Plaintiff's goodwill and mislead consumers regarding the differing uses of the products which can lead to massive health and safety risks. A strict judicial approach on the issue of deceptive similarity, in regard to rival trademarks when applied to pharmaceutical products has been authoritatively settled by the Supreme Court in **Cadila Health Care v. Cadila Pharmaceuticals Ltd.**[2] as well as by the Division Bench of this Court in **Modi-Mundipharma Pvt. Ltd. v. Speciality Meditech Pvt. Ltd.**[3] and **Glenmark Pharmaceuticals Ltd. v. Sun Pharma Laboratories Ltd.**[4]. The issue of similarity of marks vis-à-vis different pharmaceutical products also considered in the aforesaid judgment and the Court held that this

[2] AIR 2001 SC 1952, at para 21 to 27.
[3] 2025 SCC OnLine Del 4627, at para 26.2.5.

distinction would not be sufficient to deny an injunction in favour of the Plaintiff.

33. The Defendants in its application before the trademark registry has stated that its product RENTEL is used for treating blood pressure and in reply to Plaintiff's cease and desist notice has further clarified that this product is used for treatment of renal hypertension. The Defendants has contended that the adoption of the name RENTEL is therefore bonafide.

Learned counsel for the Plaintiff has stated that Plaintiff would be satisfied if Defendants replace the last letter 'L" in the impugned mark RENTEL with any other alphabet so as to distinguish it with the Plaintiff's trademark. This issue as well as the issue of disposal of Defendants existing stock will be considered after the Defendants enter appearance.

34. The reliance placed by the Plaintiff on the judgment of coordinate Bench in **GlaxoSmithKline Pharmaceuticals Limited v. Naval Kishore Goyal** (supra) also substantiates its case, where the rival marks were ZENTEL vs. FENTEL; and the coordinate Bench granted a final decree for injunction in favour of the Plaintiff herein.

35. Therefore, at this stage, considering the facts stated in the plaint and arguments advanced by the learned counsel for the Plaintiff, the Plaintiff has made out a prima facie case with the balance of convenience for grant of an ad-interim ex-parte injunction in their favour and against the defendant. Moreover, in case the Defendant is not restrained, there is a likelihood of the Plaintiff's suffering irreparable harm, loss, injury and prejudice which it cannot be compensated for in terms of money.

36. Accordingly, till the next date of hearing the Defendants, their

[4] 2024 SCC OnLine Del 2707, at para 58 and 59

employees, servants, agents and all others in active concert with it are restrained from manufacturing, selling, offering for sale, advertising, directly or indirectly dealing in products under the impugned mark RENTEL or any other mark which is phonetically, visually or deceptively similar to the Plaintiff's trade mark ZENTEL thereby amounting to trademark infringement and passing off.

37. Issue notice to the Defendants through all permissible modes, upon filing of process fees, returnable on the next date of hearing.

38. Let the reply to this application be filed within a period of four (4) weeks, from receipt of notice.

39. Rejoinder thereto, if any, be filed within a period of four (4) weeks thereafter.

40. Compliance of Order XXXIX Rule 3 of CPC be done within a period of two (2) weeks from today.

41. List before the learned Joint Registrar (J) for completion of service and pleadings on **23.09.2025.**

42. List before the Court on **05.02.2026.**

43. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

AUGUST 14, 2025/rhc/AM