

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

COMMERCIAL IP SUIT NO. 132 OF 2026

Socomed Pharma Private Limited ... Plaintiff

Vs.

1. Biotime Pharmaceuticals Private Limited
2. Asston Pharmaceuticals Private Limited
3. Fine Line Foils LLP
4. Noble Print N. Pack ... Defendants

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**WITH
COURT RECEIVER'S REPORT NO. 135 OF 2025
WITH
LEAVE PETITION (L) NO. 3990 OF 2025
WITH
INTERIM APPLICATION NO. (L) NO. 3931 OF 2025
WITH
INTERIM APPLICATION NO. (L) NO. 22081 OF 2025
IN
COMMERCIAL IP SUIT NO. 132 OF 2026**

Mr. Alankar Kirpekar a/w. Mr. Rajas Panandikar and Mr. Ayush Tiwari i/b Shekhar Bhagat and Neelaja Kirpekar, for Plaintiff.

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

Mr. Shafiq Mohammed Shaikh, Authorized Representative of the Plaintiff is present in Court.

Mr. Nitesh Lachman Lvand, Authorized Representative of Defendant No. 1, Mr. Sachin Badakh, Authorized Representative of Defendant No. 2, Mr. Sumit Pawar, Authorized Representative of Defendant No. 3 and Mr. Bansi Sonar, Authorized Representative of Defendant No. 4 are present in Court.

CORAM : MADHAV J. JAMDAR, J.

DATE : 15th JUNE, 2026.

PC.:-

1) At the outset, Mr. Rajesh Panandikar, learned counsel for the Plaintiff

seeks leave to amend the cause-title of the Plaint by impleading the proposed Defendant Nos. 2, 3, and 4 as Defendants. The authorised representatives of Defendant No.1 and the proposed Defendant Nos. 2, 3 and 4 have no objection for the same.

2) Accordingly, leave to amend is granted. Amendment be carried out within a period of two weeks.

3) Mr. Panandikar, learned counsel appearing for the Plaintiff tenders the Consent Terms executed between the Plaintiff and the Defendants. The Consent Terms are signed by Mr. Shafiq Mohammed Shaikh, General Manager Finance and Accounts/Authorized Signatory of the Plaintiff who has been authorized by Plaintiff Company by resolution dated 7th January, 2025 which is annexed at Page 16 of the Consent Terms. The Consent Terms are also signed by Mr. Nitesh Lvand, who is the authorized director of Defendant No. 1, Mr. Sachin Badakh, Director of Defendant No. 2, who has been authorised by board resolution dated 18th May, 2026. The Consent Terms are also signed by Mr. Bansi Sonar, authorised representative of the Defendant No. 4 and his authorisation is annexed at Page 22 of the Consent Terms. The Consent Terms are also signed on behalf of the Defendant No. 3 by Mr. Sumit Pawar, who has been authorised as per authority letter dated 21st May, 2026 (Page 25). All the signatories to the Consent Terms are present in Court. Their identification papers are also annexed to

the Consent Terms. Accordingly, the Consent Terms are taken on record and marked "X" for identification.

4) A scanned copy of the Consent Terms are reproduced hereunder for ready reference :

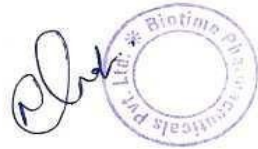
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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT (L) NO. 3893 OF 2025**

Socomed Pharma Private Limited)
A company incorporated under the)
Companies Act, 1956, having its)
Registered office at ORM B-Wing)
Unit No. 112, Upper Ground, Survey)
No. 169, Aarey Milk Colony, Near)
Unit No. 26, Goregaon (East))
Mumbai- 400 065, India) ...Plaintiff

Versus

1. BIOTIME PHARMACEUTICALS)
PRIVATE LIMITED)
Having its registered address at:)
Plot No. 29, Shop No. 2, Shivaji Chawk)
Shiv Mandir , Thane, Ambernath,)
Maharashtra, India 421 501)
Plot No. K-14, MIDC, Additional Murbad)
Industrial Area, Murbad- 421 401, India)...Defendant



H&A


BIPES

J. Reddy


[Signature]

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2. Asston Pharmaceuticals Private Limited)
 Office No. 431 A, Plot No-42,)
 Balaji Bhavan, Sector-11, CBD Belapur)
 Navi Mumbai- 400604)

[Signature]

)...Proposed
 Defendant No. 2

3. Fine Line Foils LLP
 401, Swaraj Bella Vita, Plot No. 11
 Sector-8, Ghansoli, Navi Mumbai,
 Maharashtra 400701

[Signature]

)...Proposed
 Defendant No. 3

4. Noble Print N Pack
 17-19, Sanjay Building No. 3
 Mittal Industrial Estate,
 M. VasANJI Road, Andheri (East)
 Mumbai- 400 059

[Signature]

)...Proposed
 Defendant No. 4
[Signature]

CONSENT TERMS

1. Plaintiff has filed the present suit complaining about the acts of infringement of copyright contained in the artistic work titled as "COLDITABZ" tablets and/or blister packaging of "COLDITABZ" and/or carton of "COLDITABZ" tablets committed by Defendants by the use of a confusingly similar artwork and/or label and/or get up and/or colour combination and/or main and/or central idea of Plaintiff's artistic work for using the same in relation to the identical product. The suit is also filed for infringement of Plaintiff's registered trade mark "COLDITABZ" registered in Class 5 by using the visually, phonetically and structurally similar mark "COLDITAB" in relation to identical goods

[Signatures]

in almost identical manner by the Defendants. The suit is also filed for passing off and other consequential reliefs.

2. Proposed Defendant No. 2 is having its address as mentioned in the cause title of this Consent Terms has placed orders to Defendant No. 1 for the purpose of manufacturing of the Counterfeit products bearing the impugned mark COLDYTAB. Proposed Defendant No. 3 is having its address as mentioned in the cause title of this Consent Terms is engaged in the manufacturing of the Aluminium Foil used in the blister package under the instructions of Proposed Defendant No. 2. Proposed Defendant No. 3 is having its address as mentioned in the cause title of this Consent Terms is engaged in the manufacturing of the catch cover used in the impugned product COLDTAB under the instructions of Proposed Defendant No. 2.
3. Plaintiff humbly prays that the Proposed Defendants/ Respondents No. 2, 3 and 4 be added to the suit as Defendants/Respondents.
4. Defendants have approached Plaintiff for amicable settlement. Plaintiff and Defendants have entered into settlement on following terms and conditions.
5. Leave Petition bearing (L) No. 3990 of 2025 under Clause XIV of the Letters Patent be granted by consent of parties.
6. Defendants acknowledge and admit the ownership and rights of the Plaintiff in the registered Trade Mark "COLDITABZ" bearing registration no. 1847751 registered in Class 5 of the Fourth Schedule of the Trade Marks Act, 1999 as shown in Exhibit "D" to the plaint and

W/S

B/S

Radwan

Ad

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further acknowledge and admit the undertakes not to dispute the Plaintiff's rights in future.

7. Defendants acknowledge and admit that the Plaintiff being lawful owner of the rights in the copyright contained in the artistic work titled as "COLDITABZ" tablets and/or blister packaging of "COLDITABZ" and/or carton of "COLDITABZ" tablets as more particularly shown in Exhibit "C", "C-1" and "C-2" to the Plaintiff and further acknowledges, admits and undertakes not to dispute the Plaintiff's rights in future.
8. Defendants submit and acknowledge all the claims made by the Plaintiff in the Plaintiff and have accordingly agreed to suffer a decree on admission in terms of prayer clause (a), (b) and (c) of the Plaintiff. Defendants specifically submit to the following decree: -

a) that this Hon'ble Court be pleased to pass an order and decree of perpetual injunction of this Hon'ble Court thereby restraining Defendant by themselves, through their Directors, Partners, Proprietor, Servants, Agents, Manufacturers, Stockiest and/or anyone claiming through the Defendant or otherwise howsoever from in any manner using impugned outer and inner packaging being Exhibits 'K' and "K-1" hereto and/or any other deceptively similar packaging which is an obvious imitation and/or colorable imitation and/or slavish imitation to Plaintiff's copyright contained in the artistic work as shown in Exhibits "C" and "C-1" hereto; so as to infringe Plaintiff's Copyright contained in the artistic work as shown in Exhibits "C" and "C-1" hereto in any manner whatsoever;

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F. S. S. S.

A. S.

- b) that this Hon'ble Court be pleased to pass an order and decree of perpetual injunction of this Hon'ble Court thereby restraining the Defendant by themselves, through their Directors, Partners, Proprietor, Servants, Agents, Manufacturers, Stockiest and/or anyone claiming through the Defendant or howsoever from using the impugned mark "Coldytab" and/or it's packaging as shown in Exhibits 'K' and "K-1" hereto and/or any other mark which is deceptively similar and/or colourably similar to the Plaintiff's registered trade mark "COLDITABZ" being Exhibit "D" hereto; so as to infringe the Plaintiff's registered trade mark "COLDITABZ" hereto in any manner whatsoever;
- c) that this Hon'ble Court be pleased to pass an order and decree of perpetual injunction of this Hon'ble Court thereby restraining Defendant by themselves, through their Directors, Partners, Proprietor, Servants, Agents, Manufacturers, Stockiest and/or anyone claiming through the Defendant or otherwise howsoever from in any manner using impugned Mark "Coldytab" and/or impugned outer and inner packaging being Exhibits 'K' and "K-1" hereto, and/or any other mark or word and/or any other packaging which is/are deceptively similar in any manner whatsoever to the Plaintiff's Trade Mark "COLDITABZ" being Exhibit "D" hereto and/or its artistic work, get up, colour scheme, lay out as shown in Exhibits "C" and "C-1" hereto so as to pass off and/or enable others to pass off Defendant's pharmaceutical preparation as and for that of Plaintiff,

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9. As regards prayer clause (e) of the Plaint pertaining to deliver up for destruction of the impugned goods, Defendant No.1 undertakes that the Defendant No. 1 shall destroy all existing materials, including but not limited to inventory, packaging, and promotional items, that bear the mark "COLDYTAB" and/or its packaging as shown in Exhibits 'K' to 'K-1' to the Plaint in the presence of the Court Receiver and the Representative of the Plaintiff within a period of 15 days from the date of execution of consent terms in the presence of the Plaintiff's representative and the cost of the same shall be borne by the Defendant No. 1.

10. Defendant No.1 hereby undertakes provide details such as Batch numbers of the impugned products exported by the Defendant no. 1 under the impugned mark, sales invoice, export and custom data and all other relevant and supporting documents pertaining to the impugned mark "COLDIGRA" and impugned artistic work thereof to the Plaintiff. Hereto, annexed and marked as Exhibit "A" is copy of documents containing sales invoices, export and custom data and all other relevant and supporting documents pertaining to the impugned mark "COLDITAB" manufactured and/or exported till date along with the details of the last batch of shipment.

11. As regards to prayer clause (d) of the Plaint, Defendant No. 2 voluntarily pay a sum of Rs.5,00,000/- (INR FIVE LAKHS ONLY) as and by way of damages to the Plaintiff (HAMDULAY HEART FOUNDATION) vide Demand Draft bearing No. 011816 dated 13/05/26 drawn on HDFC Bank.

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J. S. S.

A. S.

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12. Defendants further undertakes that the Defendants in future shall not file any application for identical and/or deceptively similar mark and/or label and/or artistic work containing the Plaintiff's registered trade mark "COLDITAB".
13. Defendant No. 1 undertakes to file an application for withdrawal for the Product License issued by Food & Drugs Administration, Maharashtra for the product "COLDITAB" within a period of 7 days from the date of this consent terms.
14. Defendants admit that Defendants have understood the contents of the Consent Terms through their Advocates. Defendants further states after understanding of each and every clause/ covenant/ undertaking that Defendants have signed and executed this Consent Terms.
15. Parties further agree and undertake that the present Consent Terms are binding on them, their associates, affiliates, assignees, partners and successors in interest or title as the case may or title as the case may be or any individual or entity acting under or in concern with it.
16. All the signatories to this Consent Terms state that they have the authority to settle this suit amicably on behalf of the parties to the suit. Their respective authorities are annexed to the Consent Terms.
17. On behalf of the Plaintiff, the Consent Terms are signed by Mr. Shafiq Mohammed Shaikh, Authorised Representative of the Plaintiff. Hereto annexed and marked as **Exhibit "B"** is a Photocopy of the Board Resolution on behalf of Plaintiff in favour of Mr. Shafiq Mohammed Shaikh to sign the Consent Terms on behalf of the Plaintiff. On behalf of

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Shafiq

Shafiq

Defendant No.1 the consent terms are signed by one Mr. Nitesh Luand . Hereto annexed and marked as **Exhibit "C"** is a Photocopy of Board Resolution/ Authority Letter along with Adhar Card of one Mr. Nitesh, Luand . On behalf of Proposed Defendant No. 2 the consent terms are signed by one Mr. Sachin Badakh . Hereto annexed and marked as **Exhibit "D"** is a Photocopy of Board Resolution/ Authority Letter along with Adhar Card of one Mr. Sachin Badakh . On behalf of Proposed Defendant No. 3 the consent terms are signed by one Mr. Banasi Sonar . Hereto annexed and marked as **Exhibit "E"** is a Photocopy of Board Resolution/ Authority Letter along with Adhar Card of one Mr. Banasi, Sonar . On behalf of Proposed Defendant No. 4 the consent terms are signed by one Mr. Sumit Pawar . Hereto annexed and marked as **Exhibit "F"** is a Photocopy of Board Resolution/ Authority Letter along with Adhar Card of one Mr. Sumit Pawar .



Dated this ___ day of June 2026)

Place: - Mumbai)



For, **Socomed Pharma Private Limited**



Shafiq Mohammed Shaikh
General Manger Finance & Accounts
and Authorised Signatory of
Plaintiff





For Biotime Pharmaceuticals Private Limited,

Nitesh Waud for  
Defendant No. 1.



For Asston Pharmaceuticals Private Limited,

  for
Proposed Defendant No. 2.

For Fine Line Foils LLP,

J.V. Satbhanu for  
Proposed Defendant No. 3.

For Noble Print N Pack,

 for 
Proposed Defendant No. 4.

Shekhar Bhagat
Advocate for the Plaintiff

NR BANSI  

- 5) Various statements made in the Consent Terms are accepted as undertakings given to this Court.
- 6) The Suit is disposed of in terms of the Consent Terms.
- 7) Refund of Court fees as per Rules.
- 8) The Court Receiver is discharged without passing of accounts. All costs, charges and expenses of the Court Receiver to be paid by the Plaintiff within a period of eight days upon demand being raised by the Court Receiver.
- 9) In view of the disposal of the Suit, Court Receiver's Report No. 135 of 2025 as well as the Leave Petition and the Interim Applications, if any, also stand disposed of.

(MADHAV J. JAMDAR, J.)