



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

COMM. IP SUIT NO. 386 OF 2017

Dr. Ashok M. Bhat, proprietor of) Nnova & Company, having his) office at 104, Rizvi Chambers, Hill) Road, Bandra (W), Mumbai – 400) 050.) Plaintiff
vs.	
R. V. Pharmaceuticals, whose) constitution is not known to the) Plaintiff, having its address as Door) No. 87/1281-8, Near NDL) Checkpoint – 518 002. Andhra) Pradesh.) Defendant

CONSENT TERMS

1. The Plaintiff is a proprietorship concern of Mr. R. V. Subba Reddy.
2. The Plaintiff above-named has filed the present suit against the above-named Defendant praying inter alia for reliefs relating to infringement of its registered trade mark and registered copyrights of NOVA and for passing off the goods in respect of skin and hair

R. V. Subba Reddy



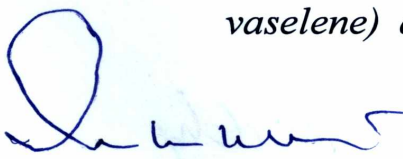
cream and/or any other like goods by the Defendant, by use of the impugned label mark and carton of MOON depicted under an impugned pirated artwork and for other reliefs, as more particularly mentioned in the Plaint.

3. The Defendant abovenamed, hereby acknowledge the proprietary rights of the Plaintiff in its trade mark, original artistic works and carton of NOVA being used by the Plaintiff in relation to its aforementioned goods and as more particularly mentioned in the Plaint.

4. The Defendant agrees and undertakes that he shall not hereafter use the impugned label mark of MOON depicted under an impugned pirated artwork and the carton used to pack such goods of the Defendant, nor shall they use any mark/s, label/s or artwork/s which is/are identical with and/or deceptively/substantially similar and/or an obvious imitation of the Plaintiff's registered trade mark and registered copyrights of NOVA.

5. The Defendant accordingly submit to a Decree in favour of the Plaintiff in terms of prayers (a), (b), (c), (d) and (e) of the Plaint, which reads as under :-

a. that the Defendant by themselves, their proprietor/partners, servants, agents, assignees, transferees and all those connected with them in their business be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner manufacturing, marketing, selling and/or using in relation to their skin and hair cream (mis-described as vaselene) and on other cosmetic goods, the impugned carton

 A.V. Subbaraman



and label of MOON which bears a colour scheme, get up, lay out, design, style and representation being identical with and/or substantially similar to the original artistic work as depicted on the Plaintiff's carton and label of NOVA, so as to infringe upon the Plaintiff's copyright registered under Nos. A-13658/75 and A-13659/75 dated 30.07.1975;

b. that the Defendant by themselves, their proprietor/partners, servants, agents, assignees, transferees and all those connected with them in their business be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner manufacturing, marketing, selling and/or using in relation to their skin and hair cream (mis-described as vaselene) and on other cosmetic goods, the impugned label mark MOON bearing a trade dress identical with and/or deceptively similar to the Plaintiff's label mark and trade dress of NOVA, so as to infringe upon the Plaintiff's said label mark registered under Nos. 126502, 1070856 and 1070857, all in class 03;

c. that the Defendant by themselves, their proprietor/partners, servants, agents, assignees, transferees and all those connected with them in their business be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner manufacturing, marketing, selling and/or using in relation to their skin and hair cream (mis-described as vaselene) and on other cosmetic goods, the impugned label mark MOON bearing a trade dress identical with and/or deceptively similar to the Plaintiff's distinctive and prior used label mark and trade dress of NOVA, so as to pass off their goods and business or enable others to pass off the Defendant's business and goods as and for those of the Plaintiff or in some way connected or associated therewith;

d. that the Defendant by themselves, their proprietor/partners, servants, agents, assignees, transferees and all those connected with them be ordered to deliver up to the Plaintiff for destruction all of the Defendant's goods including skin and hair cream (mis-described as vaselene), dies, moulds,

E-V. Subbarredy



blocks, articles, packets, cartons, labels, bottles, caps, stickers, packaging materials, plates, catalogues, advertising materials and all other things used in connection with the manufacture or marketing of goods under the impugned label mark and artwork of MOON;

e. that the Defendant be ordered and decreed to pay to the Plaintiff a sum of Rs. 1,00,000/- by way of damages, or in the alternative, the Defendant be ordered and decreed to render a true and faithful account of all the profits earned by them by using the impugned label mark and artwork of MOON or by using any mark or artwork which is identical with and/or is substantially similar to the distinctive label mark and artwork NOVA of the Plaintiff. The Defendant be further ordered and decreed to pay to the Plaintiff such amount as may be found due on such account being taken

6. In the first week of March 2025, during a market search in Kurnool, Andhra Pradesh the Plaintiff's investigating team had come across Defendant's another cosmetic preparation being sold in the markets bearing the impugned label mark of RV MOON depicted under a pirated artwork and trade dress being identical and/or substantially similar to the Plaintiff's label mark and original artistic works of NOVA. Hereto annexed and marked as ANNEXURE - A is a colour representation of the impugned product of RV MOON. Accordingly the Plaintiff filed Interim Application No. 3522 of 2025 under Order 39 Rule 2A of the Code of Civil Procedure, 1908 for wilful breach & disobedience of injunction orders by the Defendant. The Defendant hereby further agrees and undertakes that he shall also not hereafter use the impugned label mark RV MOON depicted under a pirated artwork nor use any mark, label or artwork identical with and/or deceptively/substantially similar to the Plaintiff's label mark and original artistic works of NOVA.

R.V. Subbarao



7. The Defendant hereby agrees and undertakes that he shall not file any application or register any mark/s or label/s which is/are identical with and/or deceptively similar to the Plaintiff's trade mark of NOVA.

8. As regards prayer clause (d) above, the Defendant undertakes to destroy all the goods and/or packaging materials bearing the impugned label mark of MOON depicted under a pirated artwork and trade dress as seized and Sealed by the Court Receiver through the Additional Special Receiver at the Defendant's premises. The Defendant also undertakes to destroy the goods bearing the impugned label mark RV MOON depicted under a pirated artwork and trade dress as mentioned in para 6 hereinabove. The said destruction is to be carried out within a period of 2 weeks from the date of execution of the consent terms, which destruction shall be undertaken in the presence of the Plaintiff's representative and the contents of the seized goods i.e. skin and hair cream, shall be handed over to the Defendant.

9. As regards the Plaintiff's claim of damages mentioned in prayer clause (e) of the Plaint, the Defendant hereby pays an amount of Rs. 3,00,000/- (Rupees Three Lakh Only) in favour of the Plaintiff, i.e. Dr. Ashok M. Bhat, vide NEFT payment on 09.04.2026 bearing UTR No. IOBAN26099493097 & NEFT payment on 22.04.26 bearing UTR No. IOBAR52026042200633882.

RV, *[Handwritten signature]*



10. The Parties desire fully and finally to resolve and to settle all the ongoing Litigation between them on the terms and conditions set forth in this Consent Terms.

11. In case the Defendant is found to violate the above terms, then the Defendant would be guilty of contempt of this Hon'ble Court's order and shall be liable to pay an amount of Rupees One Crore as and by way of damages to the Plaintiff. This would be in addition to all other legal remedies which the Plaintiff would then be legally entitled to institute against the Defendant abovenamed.

12. Copy of the Aadhar Card of the Plaintiff and a copy of the Aadhar Card of the proprietor of the Defendant, are appended herewith as **ANNEXURES B and C** respectively.

Dated this 23rd day of April, 2026

Ashok Bhat
(Plaintiff)

R V Subba Reddy
Proprietor of (Defendant)

For Vinod A. Bhagat
Advocates for the Plaintiff

For Raj Kamble
For Advocate for the Defendant