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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 + **CS(COMM) 363/2023 & I.A. 10623/2023, I.A. 11108/2023**
SUN PHARMA LABORATORIES LTD. Plaintiff
 Through: Mr. Rohit Pradhan, Adv. with
 Mr. Sachin Gupta, Adv.

versus

M/S MEDOCEAN PHARMACEUTICALS & ANR. Defendants
 Through: Mr. Ashfaq Ahmad Safi,
 Proprietor of Defendant 1 in person

CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)
04.07.2023

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1. The dispute between the parties stand settled and IA 11108/2023, under Order XXIII Rule 3 of the Code of Civil Procedure 1908 (CPC), has been jointly filed by the parties.

2. Mr. Rohit Pradhan appears on behalf of the plaintiff and Mr. Ashfaq Ahmad Safi, the Proprietor of Defendant 1, who states that he is also appearing on behalf of Defendant 2, are present.

3. The terms of settlement are as under:

“i. The Defendant above named hereby recognizes plaintiff to be the exclusive and lawful proprietor of the trade mark PANTOCID and OSTEOSHINE/OSTOSHINE; thereby having exclusive right to the use of the said trade mark;



ii. The Defendant undertakes to refrain themselves, their proprietors, their assigns in business, licensees, franchisee, distributors, dealers, stockiest, retailers, chemists, servants, agents from manufacturing, selling, offering for sale, advertising, directly or indirectly dealing in medicinal & pharmaceutical preparations under the impugned mark PANTOCEN and OSTEOCEN, or any other marks which may be deceptively and confusingly similar to the Plaintiff's registered trademarks PANTOCID and OSTEOSHINE/OSTOSHINE;

iii. The Defendants state that there are no existing stocks of finished products under the impugned mark available with them;

iv. The Defendants state that they have destroyed all the stationary, packaging, promotional and publicity material and labels under the impugned mark;

v. The Defendants confirm that apart from the batches of goods having the impugned marks, no other batches have been manufactured or sold by the Defendants. The Defendants confirm that below are the batches which have not yet expired and are currently in the market under the impugned mark. The said batch details are as follows:-

Impugned Products/Form s	Batch No.	Quantity	Mfg. Date	Expiry
PANTOCEN-40	BTV-1102	1349	09/2022	08/2024
PANTOCEN DSR	VCP248	652	09/2022	08/2024
	VC2355	5050	09/2022	04/2025
OSTEOCEN	VTB1290	1578	11/2022	10/2024
OSTEOCEN-MAX	PSG22304	3019	09/2022	02/2024

vi. The Defendants confirm that they shall destroy all kind of the packaging, publicity, advertisement and promotional material bearing marks PANTOCEN AND OSTEOCEN and



their extensions, if any in the presence of the Plaintiff's representative over video conferencing;

vii. The Defendants further confirm that they have directed removal of all the listings on various online websites, e-commerce platforms, online business directories, and social media handles bearing the impugned marks PANTOCEN AND OSTEOCEN and their extensions, if any;.

viii. Defendants either directly or indirectly shall not file any kind of application for the registration of trademark and/or copyright and/or domain name and/or any kind of intellectual properties for impugned marks PANTOCEN AND OSTEOCEN and their extensions in India or abroad;

ix. Defendant shall not use, manufacture, trade, sale, offer to sale, advertise, marketing the products under trademark PANTOCEN AND OSTEOCEN and their extensions

x. Defendant shall not cause to use, manufacture, trade, sale, offer to sale, advertise, marketing the products under trademark PANTOCEN AND OSTEOCEN and their extensions

xi. The Plaintiff is foregoing costs and damages as sought in the plaint at the request of the Defendants;

xii The abovementioned undertakings have been tendered by Mr. Asfaque Ahmed Safi, proprietor of M/s. Medocean Pharmaceuticals, Defendant no. I and the authorized signatory of Defendant No.2 and the same shall be binding on the Defendants, including but not limited to its assignees in business, franchisees, licensees, distributors, dealers, agents, successors, affiliates, associates, permitted assignees, etc. for all times to come.”

4. Mr. Rohit Pradhan, learned Counsel for the plaintiff and Mr. Ashfaq Ahmad Safi, on behalf of the defendants, undertake that the parties would abide by the terms of aforesaid settlement.

5. The Court has perused the terms of settlement and find them to



be in order and lawful.

6. As such, nothing survives for adjudication in the present suit.
7. The suit is accordingly decreed in terms of the settlement already extracted hereinabove.
8. The parties would abide by the terms of settlement.
9. Let a decree-sheet be drawn up accordingly.
10. The plaintiff would be entitled to refund of court fees, if any, deposited by it.

JULY 4, 2023

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C. HARI SHANKAR, J.



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