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

I.A. 42673/2024

IN

+ **CS(COMM) 709/2024**

MANKIND PHARMA LIMITED

.....Plaintiff

Through: Mr. Ankur Sangal, Mr. Ankit Arvind,
Mr. Shashwat Rakshit and Ms. Nidhi
Pathak, Advocates.

versus

PRANJALI SWAPNIL PIMPRIKAR

TRADING AS A2 LIFESCIENCES & ANR. Defendants

Through: Ms. Shravya Pathak and Mr. Rohit
Pradhan, Advocates for D-1.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

20.11.2024

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1. Counsel for the parties submit that the parties have settled their disputes.
2. The terms of the settlement, duly signed by the counsel appearing on behalf of the parties, have been handed over in Court. The terms of settlement are as follows:



a. The defendant no.1 acknowledges the rights of the plaintiff in

its trademark/trade dress -



and

acknowledges the plaintiff to be the exclusive proprietor of the said trademark/trade dress;

b. The defendant no.1 agrees and undertakes that it will not use



the trade dress /

or any other trade mark/trade

dress which may be identical/deceptively similar to the Plaintiff's

trademark/trade dress





- c. The defendant no.1 confirms that it will change the trade dress of its “ALL OK+” product to the new trade dress provided as under:

Kindly check your artwork, marketed by address, logo and formulation carefully.
we will not responsible later on.



- d. That, in terms of the undertaking given by the defendant no.1, the plaintiff agrees to not press for the reliefs of damages and rendition of accounts.
3. For the purpose of good order and record, the Registry will scan a copy of the settlement so that it remains embedded in the case file.
4. It is further agreed between the parties that the defendants shall be free to use the trademark “ALL OK+” so long as the trade dress is not similar to that of the plaintiff.



5. Accordingly, the suit is decreed in terms of the settlement.
6. Decree sheet be drawn up.
7. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the plaintiff, in terms of Section 16 of the CourtFees Act, as applicable to Delhi.

AMIT BANSAL, J

NOVEMBER 20, 2024

Vivek/-