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

+ **CS(COMM) 184/2025, I.A. 5632/2025, I.A. 5633/2025, I.A. 5634/2025, I.A. 5635/2025, I.A. 5636/2025**

OPELLA HEALTHCARE GROUP SAS & ORS. Plaintiffs
Through: Mr. Udayvir Rana and Ms. V. Mohini, Advs.
versus

MATIROCK LIFESCIENCES & ORS. Defendants
Through: Ms. Varnika Bajaj, Adv.

CORAM:
HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

% **27.05.2025**

I.A. 13641/2025 (*Order XXIII Rule 3 of the CPC*)

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (**CPC**) filed on behalf of the plaintiffs and the defendant nos.1, 2 and 3 seeking a consent decree based on the terms of settlement as mentioned in *paragraph 2* of the present application, which is reproduced herein as under:-

"A. The Defendants expressly acknowledges that the Plaintiffs are the exclusive and lawful proprietor of the trade marks



'ENTEROGERMINA', ' [redacted] ', and ' [redacted] ', as well as of the copyright vesting in the vesting in the distinctive trade dress/packaging/get-up/layout/artwork of the Plaintiffs i.e.



B. The Defendants are willing to suffer a decree in terms of Paragraph 46 (a) to (e) reproduced hereinbelow:

a. Pass and pronounce a decree of permanent/perpetual injunction against infringement of Plaintiff No. 1's registered trade marks 'ENTEROGERMINA' under Registration No. 1248851,



'[redacted]' under Registration No. 2543730 and Plaintiff



No. 2's registered trade mark '[redacted]' under Registration No. 3658100 by restraining the Defendants, its promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc. or anyone associated with them from using the impugned mark 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used in respect thereof viz.



and [redacted] or any other mark or marks, identical to or deceptively similar to or containing the Plaintiff No. 1's registered trade marks 'ENTEROGERMINA' under



Registration No. 1248851 ‘’, under Registration

No. 2543730 and Plaintiff No. 2’s registered trade mark ‘’, under Registration No. 3658100, either as a trade mark/corporate name/domain name, on their website, social media webpages, online trade directories, online medical trade portals and/or such other websites as well as on invoices, brochures, promotional materials in any manner whatsoever so as to infringe the same;

b. Pass and pronounce a decree of permanent/perpetual injunction against infringement of Plaintiffs’ copyright vesting in the distinctive trade dress/package/get-up/layout/artwork of the Plaintiffs



by restraining the Defendants, its promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc. or anyone associated with them from using the objectionable trade dress/package/get-up/layout/artwork in respect of its products under the impugned mark ECONORGERMINA i.e.



and  or any other trade dress/package/get-up/layout/artwork identical to or deceptively similar to or a substantial reproduction of the distinctive trade



dress/packaging/get-up/layout/artwork



/ and/or in any manner whatsoever so as to infringe the same;

c. Pass and pronounce a decree of permanent/perpetual injunction restraining the Defendants, its promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc. or anyone associated with them from using the impugned mark 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used in respect thereof viz.



and and/or any other mark/ trade dress/packaging/get-up/layout/artwork identical or deceptively similar to the Plaintiff No. 1's registered and well-known



trade marks 'ENTEROGERMINA', ' and



Plaintiff No. 2's registered and well-known trade mark ' and distinctive trade dress/packaging/get-up/layout/artwork



used in respect thereof in any manner whatsoever so as to pass off or enable others to pass off their goods as and for the goods of the Plaintiffs;

d. Pass and pronounce a decree of permanent/perpetual injunction restraining the Defendants, its promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc. or anyone associated with them from applying for or obtaining registrations before any competent body or government authority for the impugned mark 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used in respect thereof viz.



and or any other mark identical with or deceptively similar to Plaintiff No. 1's registered and well-known trade marks 'ENTEROGERMINA', ' and



Plaintiff No. 2's registered trade mark ' and trade



dress/packaging/get-up/layout/artwork used in respect thereof singularly or in conjunction with any other word(s) or monogram/logo/label as a trade mark, house mark, trade





name, trading style, corporate name, website, domain name, e-mail address or otherwise in any manner whatsoever in relation to their business/ products/services;

e. Pass and pronounce a decree directing the Defendants, its promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc. or anyone associated with them, to deliver-up to the Plaintiffs for destruction of their entire stationery, invoices, catalogues, letterheads, signage, reprographic material, brochures, literature or any other material for advertising, offering or marketing any goods under the impugned mark 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used



in respect thereof viz.



and and/or any other mark identical to or deceptively similar to the Plaintiffs' trade marks



ENTEROGERMINA, and and distinctive trade



dress/packaging/get-up/layout/artwork used in respect thereof;

C. The Defendants understand that the offending use of the mark 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used in respect thereof viz.



and and/or any other mark/ trade dress/packaging/get-up/layout/artwork identical or deceptively similar to the Plaintiff No. 1's registered and well-known



trade marks 'ENTEROGERMINA', ' and



Plaintiff No. 2's registered and well-known trade mark ' and distinctive trade dress/packaging/get-up/layout/artwork



used in respect thereof amounts to infringement of trade mark, infringement of copyright vesting in the distinctive trade dress/packaging/get-up/layout/artwork

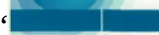


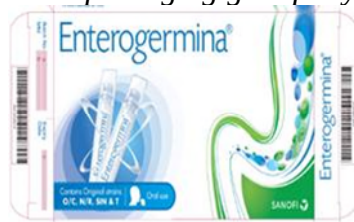
and passing off and hereby undertake to discontinue and cease all use of the mark 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used in respect thereof viz.



and and/or any other mark identical to or deceptively similar to the Plaintiffs trade marks



‘ENTEROGERMINA’, ‘’, and ‘’, as well as of the copyright vesting in the vesting in the distinctive trade dress/packaging/get-up/layout/artwork of the Plaintiffs i.e.



in relation to their business, products and services.

D. The Defendants agrees to destroy all literature and material/s including but not limited to business cards, stationery, catalogues, packaging materials, labels, advertisement materials, brochures, hoardings, invoices, signboards, vouchers, bill books etc. bearing the mark ‘ECONORGERMINA’ and objectionable trade dress/packaging/get-up/layout/artwork used in respect thereof viz.





and  and/or any other mark identical to or deceptively similar to the Plaintiffs trade marks



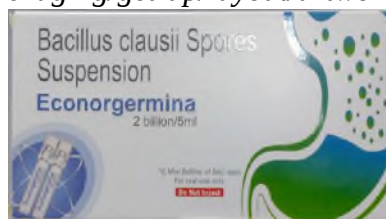
'ENTEROGERMINA', '' and '' as well as of the copyright vesting in the vesting in the distinctive trade dress/packaging/get-up/layout/artwork of the Plaintiffs i.e.



in relation to their business, products and services.

E. The Defendants agree to take steps to file an application seeking voluntary withdrawal of Application No. 5802371 for the mark 'ECONORGERMINA' in Class 5 in the name of Defendant No. 2 and further agree to follow up with the Trade Marks Registry to ensure that the status of the aforesaid trade mark registration reflects as 'Withdrawn', with intimation to the Plaintiffs' Counsel.

F. The Defendants agree not to file any application or secure any registration for the marks 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used in respect thereof



viz.



and  and/or any other mark identical to or deceptively similar to the Plaintiffs trade marks



'ENTEROGERMINA', ' [redacted] ', and ' [redacted] ', as well as of the copyright vesting in the vesting in the distinctive trade dress/packaging/get-up/layout/artwork of the Plaintiffs i.e.

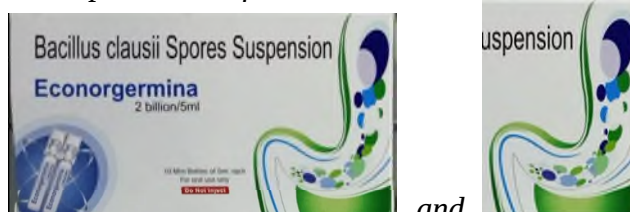


, for any goods and/or services in India and any other jurisdiction across the world;

G. The Defendants agree not to use the mark 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used



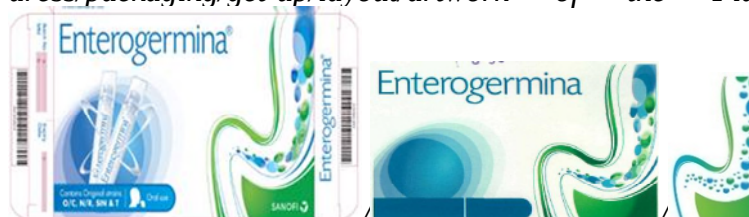
in respect thereof viz.



and [redacted] and/or any other mark identical to or deceptively similar to the Plaintiffs trade marks



'ENTEROGERMINA', ' [redacted] ', and ' [redacted] ', as well as of the copyright vesting in the vesting in the distinctive trade dress/packaging/get-up/layout/artwork of the Plaintiffs i.e.



, for any goods and/or services in India and any other jurisdiction across the



world;

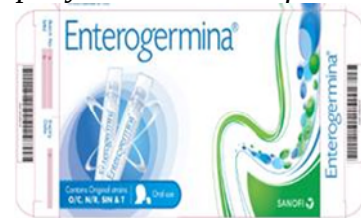
H. The Defendants agrees to not to take any action against, hinder, challenge or otherwise oppose the application/registration/use of the



Plaintiffs trade marks 'ENTEROGERMINA', 'ENTEROGERMINA',



and 'ENTEROGERMINA' as well as of the copyright vesting in the vesting in the distinctive trade dress/packaging/get-up/layout/artwork of the



Plaintiffs i.e.



in respect of Plaintiffs business in India and any other jurisdiction across the world;

I. The Defendants agree to give up their rights and cease use/take down the mark 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used in respect thereof viz.



and and/or any other mark identical to or deceptively similar to the Plaintiffs trade marks



'ENTEROGERMINA', [redacted] and '[redacted]', as well as of the copyright vesting in the vesting in the distinctive trade dress/packaging/get-up/layout/artwork of the Plaintiffs i.e.



from all websites, social media platforms, third party online trade portals including but not limited to the weblinks mentioned in Paragraph 28 of the Plaint.

J. The Defendants agree that should any such use of the mark 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used in respect thereof viz.



and [redacted] and/or any other mark identical to or deceptively similar to the Plaintiffs trade marks

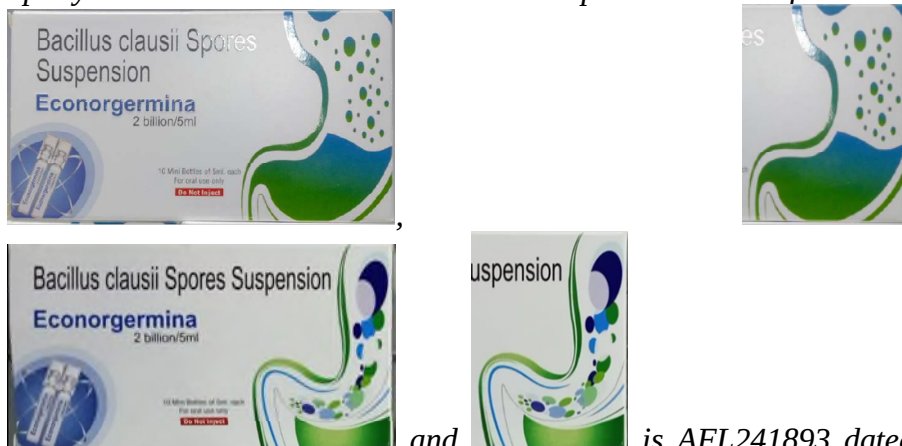


'ENTEROGERMINA', [redacted] and '[redacted]', as well as of the copyright vesting in the vesting in the distinctive trade dress/packaging/get-up/layout/artwork of the Plaintiffs i.e.



remain undiscovered on the internet and/or appear on the internet or if any webpages persist after the execution of this settlement agreement and the stipulated time, the Defendants agrees to promptly remove it, both on their own initiative and upon receiving intimation/notice from or behalf of the Plaintiffs.

K. The Defendants undertake that the last batch number and manufacturing date in respect of products under the mark mark 'ECONORGERMINA' and objectionable trade dress/packaging/get-up/layout/artwork used in respect thereof viz.



and is AFL241893 dated February 2025 and no products under the aforesaid mark and trade dress/packaging/get-up/layout/artwork have been manufactured and sold thereafter by the Defendants.”

2. The present application is duly supported by affidavits of the authorized representatives of the plaintiffs and the defendant nos.1 to 3.
3. Learned counsel of the parties confirm the terms of the settlement and have also identified the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in paragraph 2 of the present application.
4. This Court has perused the terms of settlement as recorded *inter-se*



the plaintiffs and the defendant nos.1 to 3 and finds them to be lawful.

5. In view thereof, the present application is allowed and disposed of.

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6. The learned counsel appearing for the plaintiffs, prays that since the dispute *inter se* the plaintiffs and the defendant nos.1 to 3 have been settled amicably, the present suit be decreed in the terms of the aforesaid settlement as mentioned in *paragraph 2* of the application being I.A. 13641/2025.

7. Accordingly, the present suit is decreed in terms of the settlement as recorded hereinabove in *paragraph 1* of the order *inter-se* the plaintiffs and defendant nos.1 to 3.

8. Needless to say, the plaintiffs and the defendant nos.1 to 3 shall remain bound by the terms of settlement as recorded in *paragraph 2* of the application bearing no. I.A. 13641/2025.

9. Needless to mention, the aforesaid terms as mentioned in paragraph 2 of the application bearing no.I.A. 13641/2025 shall form part of the Decree Sheet.

10. Decree Sheet be drawn up accordingly.

11. Considering the oral prayer made by the learned counsel for the plaintiffs as also since the disputes between the plaintiffs and the defendants have been settled amicably, this Court is of the view that refund of 75% of the Court fees paid by the plaintiffs is deemed justifiable.

12. Let a Certificate of refund of 75% of the court fees paid by the plaintiffs be prepared by the Registry and handed over to the learned counsel for the plaintiffs.



13. The date already fixed i.e. 04.09.2025 stands cancelled.

MAY 27, 2025/acm

SAURABH BANERJEE, J