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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(OS) 1027/2013 & IA 8837/2013, 14808/2013, 16456/2013

MANKIND PHARMA LIMITED

..... Plaintiff

Through: Mr. Harsh Vardhan and Ms. Paulami
Ganguly, Advocates.

versus

MANKIND INDIA NETWORK & ORS

..... Defendant

Through: Ms. Francesca Kapur, Advocate.

CORAM: JUSTICE S. MURALIDHAR

ORDER

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10.08.2016

IA No. /2106(to be numbered)

1. This application under Order XXIII Rule 3 is taken on record.
2. This joint application by the Plaintiff and the Defendants records the following terms of settlement:

“(i) Defendant Nos. 1 and 2 undertake to refrain, either by themselves or through their dealers, agents, associates, proprietors, partners, employees, servants, and/or assigns from infringing/passing off and/or selling, offering for sale, advertising, marketing, distributing and/or in any manner dealing in goods under the trade mark/trade name MANKIND INDIA NETWORK or any other mark that is phonetically and structurally or deceptively similar to that of the plaintiff’s reputed mark/trade name MANKIND or any other mark that contains the work KIND in any manner whatsoever.

(ii) Defendant no.1 and 2 further undertakes to refrain, either by themselves or through their dealers, agents, associates, directors,

partners, employees, servants, and/or assigns from infringing/passing off and/or selling, offering for sale, advertising, marketing, distributing and/or in any manner dealing in goods bearing the mark that contains the work elements MANKIND and/or KIND either as a suffix or as a prefix in any manner whatsoever.

(iii) The Defendant no. 1 and 2 acknowledges the proprietary rights of the plaintiff in the marks MANKIND and the family of marks with prefix/suffix KIND and undertakes not to challenge the validity of the same at any point of time.

(iv) Defendant no.1 and 2 further undertakes to cease rendering services and/or marketing and/or selling, offering for sale, advertising, distributing and/or in any goods, services bearing that contains the word elements MANKIND and/or KIND either as a suffix or as a prefix in any manner whatsoever from the date of signing this settlement deed.

(v) Defendant no.1 and 2 shall collectively pay a sum of Rs. Four Lakh only (Rs.4,00,000) towards the full and final settlement to the plaintiff as regards the damages and cost of litigation which includes the counsel and the court fees by way of a demand draft in the name of Mankind Pharma Limited, at the time of recording of the present settlement before this Court.

(vi) No other damages or compensation is payable to the Plaintiff from any of the defendants. It is pertinent to mention that plaintiff have not filed any other litigation against the defendants.

(vii) So long as the terms of settlement is not breached, the present settlement is full and final settlement of all disputes and differences between the parties and all claims, demands, benefits, rights of the plaintiff against the defendants, including those relating to the claim of damages as demanded in the plaint and no such claim etc. survive with the payment of a total sum of Rs.4 lakhs by way of bank draft at the time of recording of the present settlement before this Court.”

3. In terms of the above settlement, counsel for the Defendants has handed over to the counsel for the Plaintiff two demand drafts of Rs. 2 lakhs each, one drawn on Indian Bank, dated 3rd August 2016 bearing number 021128 and the other on State Bank of Hyderabad, dated 9th August 2016 bearing number 087232, which have been accepted by the counsel for the Plaintiff.

4. The settlement is taken on record and shall form part of the present order. The application is supported by the affidavits of both the authorised representatives of the Plaintiff as well as of the Defendants.

5. The application is allowed.

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6. The suit is disposed of in terms of the above settlement. The decree sheet be drawn up accordingly. The pending applications are also disposed of.

S.MURALIDHAR, J

AUGUST 10, 2016
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