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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 675/2016 & IA No.7002/2016 (u/O 39 R-1&2 CPC)
AJANTA PHARMA LIMITED Plaintiff
Through: Mr. Eashan Ghosh, Adv.
Versus
MJS TRADING & ANR Defendants
Through: Ms. Samya Talwar, Adv. for D-1.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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19.12.2016

1. The plaintiff instituted this suit for permanent injunction to restrain the two defendants MJS Trading and Blessings Healthcare Private Limited from using the mark 'MELACURE' and/or any other mark identical or deceptively similar to 'MELACARE', 'MELACARE' label and/or 'MELACARE HC' of the plaintiff and for ancillary reliefs.
2. The suit was entertained and vide *ex-parte* ad-interim order dated 30th May, 2016, the defendants were restrained from using the word mark 'MELACURE' or any other trademark deceptively similar to the trademark 'MELACARE' of the plaintiff for skin products and from using the packaging / trade dress similar or identical to that of the plaintiff.
3. The defendants appeared through separate counsels and were vide order dated 26th August, 2016 referred to the Mediation Cell of this Court.
4. Mediation has been successful with the efforts of Ms. Vaishalee Mehra, Advocate/Mediator and a Settlement Agreement dated 5th November, 2016 signed on behalf of the plaintiff, defendant No.1 and defendant No.2 and their respective counsels as well as by the Mediator has been received from the Mediation Cell of this Court.

5. The counsel for the plaintiff and the counsel for the defendant No.1 have mentioned the matter post-lunch. They state that counsel for the defendant No.2 also was present before lunch but is not available now. They assure that besides them, the defendant No.2 also supports the settlement.

6. I have perused the terms of the settlement. The same are found to be lawful.

7. A decree is passed in favour of the plaintiff and against the defendants in terms of Settlement Agreement 5th November, 2016 which shall form part of the decree sheet, leaving the parties to bear their own costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

DECEMBER 19, 2016

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