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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 132/2017 & IA No. 2747/2017 (under Order XXXIX
Rule 1 & 2 CPC)

MINDWAVE HEALTHCARE PVT. LTD. Plaintiff

Through: Mr. Deepak Kumar Mahapatra,
Advocate with Mr.Praveen Kumar,
AR

versus

ORACLE LABORATORIES PVT. LTD. & ANR. Defendants

Through: Mr.Satish Kumar, Advocate with
Mr. Vikas Bansal, Director of
defendant no.1

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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30.11.2017

1. The plaintiff has instituted the suit to restrain the two defendants, namely, M/s Oracle Laboratories Pvt. Ltd. and M/s Talent Healthcare from infringing the trademark 'BUPROEX' and BUPROEX-N' of the plaintiff and for ancillary reliefs.

2. The suit was entertained and summons thereof ordered to be issued to the defendants and vide ex parte ad interim order dated 2nd March, 2017, the defendants restrained from manufacturing, selling, offering for sale, advertising, directly or indirectly dealing with the products bearing marks, 'BUPREX' and 'BUPREX-N' or any other mark deceptively similar to the trademark of the plaintiff.

3. None appears for the defendant no.2 and only the counsel for defendant no.1 has been appearing.

4. The plaintiff and the defendant no.1, vide order dated 21st April, 2017 were referred to Mediation Cell of this Court.
5. Mediation has been successful with the efforts of Mr. Atul Batra, Advocate/Mediator and a Settlement Agreement dated 24th October, 2017 purporting to be signed on behalf of the plaintiff, defendant no.1, their respective Advocates and the Mediator has been received.
6. The counsel for the plaintiff and the counsel for the defendant no.1 support the Settlement Agreement and seek disposal of the suit in terms thereof.
7. I have perused the Settlement Agreement.
8. The parties have agreed to deletion of the defendant no.2 from the array of defendants.
9. The counsel for the plaintiff withdraws the suit in so far as against the defendant no.2 M/s Talent Healthcare.
10. The name of the defendant no.2/M/s Talent Healthcare is deleted from the array of defendants.
11. Though the parties in the Settlement Agreement had also agreed to file a formal application under Order XXIII Rule 3 of the CPC but no such application has been filed and the counsels state that owing to the Settlement Agreement containing all the agreed terms, no application is required.
12. The Settlement Agreement is otherwise found to be lawful and is allowed.

13. A decree is passed in favour of the plaintiff and against the defendant no.1 in terms of the Settlement Agreement which shall form part of the decree sheet.

No costs.

14. Decree sheet be drawn.

15. A certificate entitling the plaintiff to refund of 60% of the Court Fees paid on the plaint be issued and handed over to the counsel for the plaintiff.

RAJIV SAHAI ENDLAW, J

NOVEMBER 30, 2017

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