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

+ CS(COMM) 788/2017

GALDERMA S.A. & ANR Plaintiffs
Through Mr.Pravin Anand, Mr. Dhruv Anand
and Ms.Prakriti Sharma, Advs.

versus

DERMACURES3 PVT. LTD. Defendant
Through Mr.Shailesh Kale, Director of the
defendant Co.

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

ORDER

% **04.07.2018**

IA No. 8455/2018

This application is filed by the parties under Order 23 Rule 3 CPC to record a compromise. The terms and conditions of the compromise are reproduced in para 2 of the joint application. The defendant has acknowledged that the plaintiff is the proprietor of the trade mark CETAPHIL and that the plaintiff is also the proprietor of the Cetaphil Trade Dress. The defendant has also acknowledged that it has violated the plaintiff's rights in the trade mark CETAPHIL and the Cetaphil Trade Dress and has given an undertaking not to manufacture, sell, distribute, etc. any pharmaceutical product under the said trade mark CETAOIL or CETAPHIL in terms of the settlement.

The terms and conditions of the settlement are legal and valid.

Mr. Shailesh Kale, the director of the defendant Company is present in person. He confirms that the parties have entered into a settlement which is reproduced in IA No. 8455/2018. He undertakes on behalf of the company that the company will abide by the terms and conditions of the settlement agreement. He has placed on record a photocopy of his Aadhar Card. The same be sent to the Registry for scanning and placing it on record.

The application is allowed.

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In view of the above, a decree is passed in favour of the plaintiff and against the defendant in terms of the settlement between the parties as reproduced in para 2 of IA No. 8455/2018. A decree is also passed in terms of para 31(a), (b) & (c) of the plaint.

The suit stands disposed of.

The plaintiffs shall be entitled to refund of 50% of the court fees in terms of Section 16A of the Court fees Act.

JAYANT NATH, J

JULY 04, 2018

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