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

+ **CS(COMM) 714/2019**

USV PRIVATE LIMITED

..... Plaintiff

Represented by: Ms.Vasundhara Majithia, Advocate.

versus

PANACEA BIOTEC LIMITED

..... Defendant

Represented by: Mr.Ankur Sangal, Ms.Sucheta Roy
and Ms.Richa Bhargava, Advocates.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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17.02.2020

I.A. 2231/2020 (under Order XXIII Rule 3 CPC)

1. By this joint application, plaintiff and defendant seek decree in the suit in terms of the settlement arrived at between the parties.
2. Taking the terms of settlement on record and decreeing the suit in terms thereof, application is disposed of.

CS(COMM) 714/2019

1. Plaintiff and defendant have settled the dispute in the suit on the following terms and conditions as mentioned in para-2 of I.A. No.2231/2020 as under:

- a) The Defendant acknowledge the Plaintiff to be the proprietor of the trademark VIBACT.*

- b) *The Defendant from 1st February, 2020 will cease using “ViLACT” and commence using the amended version “VILACT” and/or “VILACT” formative marks for products manufactured by the Defendant that contain Vildagliptin by incorporating the following changes:*
- *The Defendant will use ‘T’ in capital letter instead of ‘i’ in lowercase.*
 - *The Defendant on all of its packaging and promotional material will add the विलैक्ट in Hindi along with the mark in English as described below:*

<i>Existing Usage</i>	<i>Proposed Usage</i>
	

- c) *The Defendant will pay a settlement amount of INR 40,00,000 (Indian Rupees Forty Lakhs only)(inclusive of applicable income tax, but exclusive of GST) to the Plaintiff towards full and final settlement of above dispute by way of demand draft on the day of the recordal of the present compromise.*
- d) *A joint statement agreed to by both parties attached as DOCUMENT A may be used to address any queries from the market in relation to this dispute. No other statement or communicate outside the scope of this joint statement will be issued by either party.*
- e) *The Plaintiff will treat the above as a full and final settlement of the present dispute and will not object to the Defendant’s use of the mark “ViLACT” for its Vildagliptin products manufactured up to 20th December, 2019 and use of the mark “VILACT” (as enumerated in 2 (b) above) for Vildagliptin products manufactured by the Defendant or by its any other affiliate / subsidiary including Panacea Biotec Pharma Limited from 1st February, 2020.*

2. The application is duly signed by Shri Sandeep Rathore, authorised signatory of the plaintiff and Ms.Monika Rajdan, authorised representative of the defendant and duly supported by their affidavits.
3. Authorisations in favour of Shri Sandeep Rathore and Ms.Monika Razdan have been annexed as Annexure (c) and (d) to the application.
4. Consequently, the suit is decreed in terms of the settlement as noted above.
5. Decree sheet will incorporate the terms of settlement.
6. Learned counsel for the plaintiff submits that a demand draft for a sum of ₹40 lakhs plus GST totalling to a sum of ₹43.20 lakhs has been handed over to the learned counsel for the plaintiff in term of clause –C of the settlement.
7. Since the parties have entered into a settlement, Court fee be returned to the authorised representative of the plaintiff under Section 16A of the Court Fees Act.
8. Registry will issue necessary certificate in this regard.

I.A. 18156/2019 (under Order XXXIX Rule 1 and 2 CPC)
I.A. 932/2020 (under Section 151 CPC-by defendant)

Applications are disposed of as infructuous.

MUKTA GUPTA, J.

FEBRUARY 17, 2020
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