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

+ **CS(COMM) 813/2022 & I.A. 19628/2022, I.A. 19629/2022**

SUN PHARMA LABORATORIES LTD Plaintiff

Through: Mr. Sachin Gupta, Ms. Jasleen Kaur, Ms. Swati Meena and Ms. Yashi Agarwal, Advs.

versus

LIFESURGE BIOSCIENCES PRIVATE LTD & ANR.

..... Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)

22.12.2022

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1. The dispute between these parties stand settled. A joint application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) has been filed in the Registry. It has not been listed. However, the learned Counsel for the plaintiff has provided a copy across the Bar which is taken on record. The Registry is directed to register the application under appropriate number.

2. The terms of settlement, as contained in the application, read thus:

“i. The Defendants above named hereby recognizes the Plaintiff to be the proprietor of the trade mark NORMOZ & SUN, thereby having exclusive right to the use of the said trademarks;

ii. The Defendants undertake to refrain themselves, their Directors, their assigns in business, licensees, franchisee,

distributors, dealers, stockiest, retailers, chemists, from manufacturing, selling, offering for sale, advertising, directly or indirectly dealing in medicinal & pharmaceutical preparations under the impugned mark NORMOCOS and SUNSURGE or any other trade mark which is deceptively, confusingly similar to the Plaintiff's trade mark NORMOZ and containing SUN or mark deceptively, confusingly similar to SUN, as per the terms agreed herewith;

iii. Defendant No. 1's undertakes to withdraw the application for registration of the impugned mark NORMOCOS under no. 4122657 dated 19.03.2019 and for the impugned mark SUNSURGE under no. 3923875 dated 23.08.2018 under intimation to the Plaintiff within a period of 2 weeks from the recording of the present compromise;

iv. The last batch details of the medicine under the impugned mark NORMOCOS & SUNSURGE, as disclosed by the Defendants are as below;

Impugned Product	Batch No.	Mfg. Date	Expiry	Qty.
NORMOCOS	21L1290	01/12/2021	30/11/2023	443
SUNSURGE SACHETS	120SSG003	01/10/2021	30/09/2023	3158
SUNSURGE SOFTGEL	SR2103	01/10/2021	30/09/2023	978

v. The Defendants further confirm that they have directed removal of all the listings bearing the impugned mark NORMOCOS and SUNSURGE, on various online websites, e-commerce platforms, online business directories, and such listings shall be removed before 31st March, 2023 by consistent follow ups and submitting the proofs of the same to the Plaintiff;

vi. The Defendants confirm that they will dispose-off the stocks under the impugned mark NORMOCOS and SUNSURGE before 31st March, 2023.

vii. The Defendants confirm that they will destroy all stationery, packaging, promotional and publicity material and labels under the impugned mark NORMOCOS & SUNSURGE before 31st March, 2023, if any, lying with them;

viii. The Defendants confirm that they shall not file any application for registration of any trade mark/domain name which is deceptively, confusingly similar to the Plaintiff's trade mark

NORMOZ and containing SUN or mark deceptively, confusingly similar to SUN, and will not challenge the rights of the Plaintiff in its trade mark either directly or indirectly;

ix. The Plaintiff is foregoing costs and damages as sought in the plaint at the request of the Defendants;

x. The abovementioned undertakings have been on behalf of all the Defendants, and the same shall be binding on the Defendants, its assignees in business, franchisees, licensees, distributors, dealers and agents for all times to come.”

3. Mr. Sachin Gupta learned Counsel for the plaintiff, on behalf of his client and the defendant who is present in person, undertake to remain bound by the aforesaid terms of settlement.

4. In view thereof, nothing survives for adjudication in the suit.

5. The suit is accordingly decreed in terms of the settlement recorded hereinabove by which the parties shall remain bound.

6. The Registry is directed to draw up a decree sheet accordingly.

7. The plaintiff shall be entitled to the refund of the Court fee, if any, paid by him.

C.HARI SHANKAR, J

DECEMBER 22, 2022/AR