

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. COMIP/562/2017

Zydus Lifesciences Limited (formerly)
Known as Cadila Healthcare Limited)
A company incorporated under the)
Provisions of the Companies Act 1956)
Having its Registered Office at)
'Zydus Tower', Satellite Cross Road,)
Ahmedabad – 380 015 and Business)
Office at Zydus Cadila House, Plot)
No. 360, Service Road, near Jai)
Chamber, Vile Parle (East), Mumbai)
400 057) ... Plaintiff

V/s.

1. USV Private Limited)
A company incorporated under the)
Provisions of the Companies Act 1956/)
2013 having its registered office at)
8, Arvind Vithal Gandhi Chowk, B.S.D.)
Marg, Govandi (East), Mumbai)
400 088, Maharashtra)



2. Hetero Labs Limited	]	
A company incorporated under the	]	
Provisions of the Companies Act 1956/	]	
2013 having its registered office at	]	
7-2-A2, Hetero Corporate	]	
Industrial Estate, Sanathnagar	]	
Hyderabad, Telangana - 500018	]	
and Unit II at Village – Kalyanpur,	]	
Chakkan Road, Tehsil – Baddi,	]	
Dist. – Solan,	]	
Himachal Pradesh 173 205	]	...Defendants

**COMPROMISE PETITION UNDER ORDER XXIII RULE 3 READ WITH
SECTION 151 OF THE CODE OF CIVIL PROCEDURE.**

The Plaintiff and Defendants above named have arrived at the following settlement:

1. The Defendants admit and acknowledge that the Plaintiff is the proprietor of the trademark **AZILDAC** in respect of medicinal and pharmaceutical preparations.

2. The Plaintiff admit and acknowledge that the 1st Defendant are the proprietor of the trade mark **AZILDAY** in respect of medicinal and pharmaceutical preparations.

 

 

3. The Defendants agree and undertake that they will not at any time object to use and/or registration of the trade mark **AZILDAC** by the Plaintiff. The Defendants further agree and undertake not to file Notice of Opposition to the Application for registration of the trade mark **AZILDAC** filed by the Plaintiff as and when advertised in the Trade Mark Journal.

4. The Defendants agree and undertake that they shall not initiate any action for rectification or cancellation of trade mark **AZILDAC** granted in favour of Plaintiff before any authority or court of law hereafter.

5. The Plaintiff agree and undertake that they will not at any time object use and/or registration of the trade mark **AZILDAY** by the 1st Defendant. The Plaintiff further agree and undertake not to file Notice of Opposition to the Application for registration of the trade mark **AZILDAY** filed by the 1st Defendant as and when advertised in the Trade Mark Journal.

6. The Plaintiff agree and undertake that they shall not initiate any action for rectification or cancellation of trade mark **AZILDAY** granted in favour of 1st Defendants before any authority or court of law hereafter.



7. The Plaintiff assert no claim of whatsoever nature against the Defendants in relation to all the proceedings and agree to withdraw all the legal proceedings, actions and/or claims, if any, filed before any Court of Law, Intellectual Property Appellate Board, Registrar of Trade Marks and to do all acts and things proper and necessary for discontinuance of any proceedings commenced by them in relation to use, registration and title of trade mark **AZILDAY**

8. The Defendants No.1 & 2 assert no claim of whatsoever nature against the Plaintiffs in relation to all the proceedings in the present suit and agree to withdraw all the legal proceedings, actions and/or claims filed before any Court of Law, Intellectual Property Appellate Board, Registrar of Trade Marks and to do all acts and things proper and necessary for discontinuance of any proceedings commenced by them in relation to use registration and title of trade mark **AZILDAC**.

9. The Plaintiffs forgo their claims as prayed for against the Defendants in the present suit filed. The Parties shall bear their own costs for the litigations and shall not claim any amount from each other on the litigations

10. In view of the Compromise set out hereinbefore between the Plaintiff and Defendants, this Hon'ble Court be pleased to record the terms of Compromise and a decree be passed in terms hereof.







It is prayed that this Hon'ble Court may be pleased to:

- (a) pass a decree by recording the terms of this Compromise; and
- (b) pass such further order as this Hon'ble court may deem fit and proper in the facts and circumstances of the case..

For Zydus Lifesciences Limited

(PLAINTIFF)

HR.1
Hiren (Manager - Legal)
COUNSEL FOR PLAINTIFF

For M/s USV Private Limited

(DEFENDANT NO.1)

COUNSEL FOR DEFENDANT No.1

For Hetero Labs Limited

(DEFENDANT NO.2)

COUNSEL FOR DEFENDANT No.2

CRAWFORD BAYLEY & CO.
SOLICITORS & ADVOCATES
STATE BANK BUILDING
N. G. K. VAIDYA MARG
BOMBAY-400 023