$~9 (Original)

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

\+ CS(COMM) 5/2021 and I.A. 106/2021 (Order XXXIX Rules 1 and 2 of the CPC)

DR.REDDYS LABORATORIES LIMITED ..... Plaintiff
Through: Mr. Ranjan Narula, Adv.

versus

RIDGECURE PHARMA ..... Defendant
Through: Mr. Yajur Bhalla and Ms. Akansha Gulati, Advs.

CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR

JUDGMENT (ORAL)
% **30.01.2023**

1. The dispute in this suit stands settled between the parties *vide* Settlement Agreement dated 17th January 2023 executed under the aegis of the Delhi High Court Mediation and Conciliation Centre. A copy of the agreement has been placed on record. Learned Counsel for the plaintiff and the defendant are present in Court.

2. The terms of the settlement, as set out in the aforesaid Settlement Agreement, read thus:

> "1. That Second Party hereby recognizes and acknowledges the First Party's exclusive proprietary rights in the trademark OMEZ and not to challenge First Party's statutory and proprietary rights directly or indirectly at any time in future in India and globally.
>
> 2. The Second Party, their directors, confirm and undertake that they have stopped manufacturing, exporting, and offering for sale, advertising, directly or indirectly medicinal and pharmaceutical preparations not limited to tablets, capsules, injections, syrups under the mark OMEZ both for domestic sale in India and for export. The Second Party confirms that the last batch of OMEZ products manufactured and exported by them were as

per details below:

S.No	Manufacturing month and year	Batch No.	Month of Expiry
1	July 2020 (OMEZ-D)	TLC-287	08/2021
2	May 2020 (OMEZ-20)	TLC-153	04/2021

The Second Party confirms the products mentioned above are already distributed/sold and they do not have in stock further products, packaging, printed material bearing the mark OMEZ. Any unused printed material shall be destroyed by the Second Party at its own cost.

3. The Second Party agrees to forthwith Cease and desist from manufacturing and marketing of OMEZ product. The Second Party agrees not to adopt at any time in future or use any mark deceptively similar to OMEZ or containing OMEZ in any manner for any pharmaceuticals or medicinal preparations. Any violation of this undertaking making the Second Party liable for exemplary damages and cost of INR 25 Lacs (Twenty-Five Lacs only).

4. The Second Party undertakes and confirms that no fresh batch of OMEZ will be or cause to be made by them. The Second Party declares and confirms that any further production or sale through any route or through a third party will make them liable for claim of cost and damages as set out in clause 3 above.

5. The Second Party confirms that it has not applied for its registration for the mark OMEZ in class 5 and shall not to do so in future.

6. The Second Party undertakes not to adopt any mark in future whether for sale in domestic market or for export any mark that is identical or deceptively similar to the First Party’s mark OMEZ or carry out any such activities as may be likely to cause confusion or deception amounting to, passing off their goods under captioned Trademark as and for that of the First Party.

7. The Second Party agrees to remove all the listings of the impugned mark OMEZ if any, from their websites, B2B websites or any other online directories, B2C websites or portals that were used by the Second Party to promote their products bearing the mark OMEZ or any other marks identical or deceptively similar to the First Party’s marks ‘OMEZ’.

8. That both the parties confirm and understand that in case of any violation of the terms of the Settlement terms as set out above them shall be liable for legal proceedings.

9. That the Second Party has agreed to pay a sum of Rs 4,00,000 (Four Lacs only) to the First Party in two installments. The first installment of Rs. 3,00,000 to be paid at the time of

recording the settlement, by way of demand draft as part of the contribution towards cost. The Second installment of Rs. 1 Lac shall be paid by way of post-dated check bearing the date 1st Jan, 2023 to be handed over at the time of recording the settlement.

10. That in view of the aforesaid undertaking given by the Second Party, the First Party agrees to forego its claim of rendition of any/all account/damages/punitive damages against the Second Party including account/damages/punitive damages as stated in paragraph no.30 of the plaint and the parties agree that in view of the above undertakings and acknowledgments, a decree may be passed in terms of the mediation settlement agreement."

3. Learned Counsels agree on behalf of their respective clients, to abide by the aforesaid terms of Settlement Agreement. Accordingly, the terms of settlement shall be binding on both parties.

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

5. The suit, accordingly, stands decreed, in terms of the aforesaid terms of settlement as contained in the Settlement Agreement dated 17th January 2023.

6. The plaintiff is entitled to refund of the court fee paid by the plaintiff, if any. The Registry is directed to draw up a decree-sheet accordingly. Miscellaneous application is also disposed of as infructuous.

C.HARI SHANKAR, J

JANUARY 30, 2023
rb