



2023:DHC:7543



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 15/2023 & I.A. 587/2023, I.A. 20004/2023**
NOVARTIS AG Plaintiff

Through: Mr. Aman Venugopal, Adv.

versus

GNOVA BIOTECH PRIVATE LIMITED & ORS.

..... Defendant

Through: Mr. Subhash Chandra Sagar,
Adv.

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

ORDER (O R A L)
12.10.2023

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1. The dispute between the parties stands settled.
2. A joint application (I.A. 20004/2023) under Order XXIII Rule 3 of the CPC has also been filed by the parties.
3. The terms of Settlement Agreement as set out in this application reads thus:

“a. The Defendants undertake to submit to a permanent injunction from selling / manufacturing / distributing/using /advertising /promoting /displaying in any manner whatsoever, the marks NOVARTIN and NOVATIC and/or any other trade mark identical or similar to the Plaintiffs well-known mark NOVARTIS as a trademark/part of a trade mark, trade name/part of a trade name, domain name/part of a domain name and/or in any other manner whatsoever, which would amount to infringement of the registered trade mark of the Plaintiff or constitute passing off of the Plaintiffs trade mark NOVARTIS;



2023:DHC:7543



b. The Defendants undertake that they have removed all infringing materials online and have also removed all internet listings of products bearing the impugned marks NOVARTIN and NOVATIC including and not limited to the listings featured on the website www.gnova.co.in;

c. The Defendants undertake that they have no remaining products, labels, stickers, moulds, signs, stationery, business cards, prints, packages, plates, dyes, wrappers, receptacles, materials, and advertisements in their possession and/or control, bearing the NOVARTIN and NOVATIC marks and/or any mark identical/similar to the Plaintiffs NOVARTIS Mark;

d. The above settlement will be binding on the Defendant Nos. 01, 02, 03 and 04 their Directors, authorized representatives, officers, proprietors, employees, servants, agents, representatives, dealers, successors in title, sister concern(s), associates, subsidiary(ies), franchisee(s), licensees, or any other person claiming through or under the Defendant Nos. 01, 02, 03 and 04 jointly and/or severally or otherwise whatsoever.

e. The Defendant No. 01 further agrees to pay the Plaintiff a sum of INR 1,00,000/- (One Lakh only) vide DD no. 330125 as compensation to the loss borne by the Plaintiff and towards full and final settlement of the present dispute which has been handed over to the Plaintiffs representative before the filing of the present application and on 12.10.2023.”

4. The parties are represented by learned Counsel who undertake on behalf of their respective clients to abide by the terms of settlement.

5. The court has perused the terms of settlement and find them to be lawful and in order.

6. As such, nothing survives for adjudication in the present suit.

7. The suit stands decreed in terms of the afore extracted settlement, by which the parties shall remain bound.

Signature Not Verified

Digitally Signed
By: HARIOM
Signing Date: 16.10.2023
10:48:53

CS(COMM) 15/2023

Page 2 of 3



2023:DHC:7543



8. Let a decree sheet be drawn up accordingly.
9. The plaintiff shall be entitled to refund of 50% of the court fees, if any, deposited by it.
10. Learned counsel for the plaintiff submits that the payment of ₹ 1 lakh by Demand Draft which has to be made to the plaintiff in accordance with the afore extracted terms of settlement would be paid tomorrow. The undertaking is noted.
11. As the plaintiff is situated overseas, the Registry is directed to refund the Court fees in the name of the counsel for the plaintiff.

C.HARI SHANKAR, J

OCTOBER 12, 2023

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Click here to check corrigendum, if any