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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 + **CS(COMM) 482/2022, I.A. 10971/2022 & I.A. 15597/2022**
DR. REDDYS LABORATORIES LIMITED Plaintiff
 Through: Mr. Rajan Narula with Mr.
 Shashi P. Ojha, Advs.

versus

RIDLEY LIFE SCIENCE PVT. LTD Defendant
 Through: Mr. Anshuman Sharma, Adv.

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

ORDER (O R A L)
24.07.2023

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1. The dispute between the parties stands amicably resolved under the aegis of the Delhi High Court Mediation and Conciliation Centre.

2. The Settlement Agreement dated 25 May 2023 has been placed on record.

3. The terms of settlement read thus:

“1. That Second Party hereby recognizes and acknowledges the First Party's rights in the trademark NISE registered under Nos. 803620, 803632, 1035362, 1035369, 1035370 & 1035371 in class 5 and not to challenge First Party's legal rights directly or indirectly at any time in future in India and globally.

2. The Second Party and their directors, hereby confirm and assure 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 BIO NYCE both for domestic sale in India and for exports' The Second Party and their directors undertake that they shall not use the mark BIO NYSE or any other NYSE formative mark except as allowed by the present agreement, for any pharmaceutical products at any time in future. The Second Party further confirms and assures that it has not applied for registration of the mark BIO NYCE or BIONYCE and shall not do so at any time in future.

3. The Second Party has obtained registration of the mark NYCERID vide Trademark Registration no 4038323 and the First Party has no objection to use and subsistence of the said registration of the mark NYCERID provided the Second Party agrees and undertakes not to use the said mark for Analgesic and Antipyretic preparations.

4. The First party confirms that it shall not challenge the validity of the registered mark NYCERID under no. 4038323 provided the Second Party does not use the mark for Analgesic and Antipyretic preparations.

5. The Second Party declares and confirms that it currently holds no inventory of products or stocks or other material bearing the mark BIO NYCE and NYCERID and any further production and distribution of NYCERID shall be in accordance with undertaking set out in clause 3 above.

6. The Second Party confirms that it has not applied for registration of the mark NISE, NYCE or any other similar marks and shall not to do so in future.

7. The Second Party agrees to remove all the current listings of BIO NYCE and NYCERID, from their websites, or any other online directories, directly managed by Second Party, or any websites or portals that were used by the Second Party to promote their products. The Second Party, not being responsible directly, however agrees to cooperate in having listing of BIO NYCE and NYCERID removed that may have been placed by third parties on their own volition, on best effort basis.

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 they shall be liable for legal proceedings.

9. That in view of the aforesaid undertaking given by the Second Party, the First Party agrees to forego its claim of rendition of accounts/damages/punitive damages against the Second Party including account/damages/punitive damages as claimed in paragraph 30 (vi) to (viii) of the plaint and shall not pursue any pecuniary or cost claims against the second party in this respect. Further, the parties agree that in view of the above undertakings and acknowledgments, a decree may be passed in favor of the First party in terms of the present settlement agreement. In view of such decree being passed the First Party hereby does not wish to press for a decree in terms of paragraph 30 (i) to (v) which contained prayers for both the marks

10. The Parties agree that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be liable to be prosecuted as per applicable provisions of law.”

4. Mr. Rajan Narula, on behalf of the plaintiff and Mr. Anshuman Sharma, on behalf of the defendant, are present. They undertake on behalf of their respective clients to remain bound 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 case. Both parties shall remain bound by the terms of settlement as reproduced hereinabove.



7. The suit accordingly stands decreed in terms of the Settlement Agreement dated 25 May 2023.
8. The plaintiff shall be entitled to refund of court fees, if any, deposited by it.
9. Let a decree sheet be drawn up by the Registry accordingly.

C. HARI SHANKAR, J.

JULY 24, 2023

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