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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 506/2021, I.A. 13364/2021 & I.A. 15503/2021**
ALKEM LABORATORIES LTD Plaintiff
Through: **Ms. Sanya Kapoor, Adv.**

versus

DR REDDYS LABORATORIES LIMITED & ORS. Defendants
Through: **Mr. Ranjan Narula, Adv. for D-1&3**
Mr. Pranav Sapra, Adv.

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

ORDER (O R A L)
09.10.2023

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CS(COMM) 506/2021

1. This suit was instituted as instituted by the plaintiff Alkem Laboratories Ltd. alleges that, by use of "PAN" as a part thereof, the marks employed by the defendants for the pharmaceutical preparations in which they deal/infringe the "PAN" family of marks. The marks which are precisely impugned are "Doctor PAN-D", "Doctor PAN" and "Dr. Pan".

2. The disputes stand settled with Defendants 1 and 2, who are manufacturers of the products bearing the impugned mark, with the intervention of the Delhi High Court Mediation and Conciliation Centre. Mr. Ranjan Narula, who appears for Defendants 1 and 3,



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submits that Defendant 3 is only a retailer, who used to sell the products which were procured from Defendants 1 and 2 and submits that, if Defendant 1 abides by the terms of the settlement, there would be no question of any product bearing the impugned marks coming to Defendant 3 to be sold.

3. As such, in view of the terms of settlement, reached between the plaintiff and Defendants 1 and 2, Mr. Narula submits that Defendant 3 is also aggregable to abide by the terms of settlement and not deal with any goods bearing the impugned marks.

4. The terms of settlement in the settlement agreement with Defendants 1 and 2, both of which are dated 1 September 2023 are as follows:

Terms of settlement in settlement agreement with Defendant 1

“1. The Plaintiff states that the Plaintiff is the proprietor of the Trade Mark 'PAN-D' and 'PAN Family of Marks' for goods being *Pharmaceutical, Medicinal And Ayurvedic Preparations And Substances, Dietetic Food And Substances Adapted For Medical Use, Dietary Supplements For Humans, Nutritional Supplements, Nutraceutical Preparations For Therapeutic Or Medical Purposes, Nutraceuticals For Use As Dietary Supplements* as defined in the Plaint of the present Suit bearing No. 506 of 2021 and has been using the Mark 'PAN' since 2000 and 'PAN-D' since 2004 for goods being *Medicinal and Pharmaceutical preparations and substances*.

2. The Defendant No. 1 undertakes not to use the Impugned Marks 'Doctor PAN- D'/'Doctor PAN'/'Dr. Pan' and/or any other identical and/or deceptively similar mark to the Plaintiffs 'PAN Family of Marks', in any manner whatsoever, in relation to *Pharmaceutical, Medicinal And Ayurvedic Preparations And Substances, Dietetic Food And Substances Adapted For Medical*



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Use, Dietary Supplements For Humans, Nutritional Supplements, Nutraceutical Preparations For Therapeutic Or Medical Purposes, Nutraceuticals For Use As Dietary Supplements; and/or such allied: and cognate goods;

3. The Defendant No. 1 shall withdraw the following Trade Mark Application before the Trade Marks Registry:

a. Trademark Application for Registration of the Impugned Mark 'Dr. Pan' bearing Application No. 4364706 dated 2nd December, 2019 on a proposed to be used basis in Class 5 for goods being *Pharmaceutical and Medicinal Preparations*;

b. Trademark Application for Registration of the Impugned Mark 'Doctor PAN' bearing Application No. 4846486 dated 3rd February, 2021 on a proposed to be used basis in Class 5 for goods being *Pharmaceutical and Medicinal Preparations*;

The same shall be done within 2 weeks from the date of execution of the present Settlement Agreement under intimation to the Plaintiff/their counsel;

4. The Defendant No. 1 shall not apply for registration of Impugned Marks 'Doctor PAN- D'/'Doctor PAN'/'Dr. Pan' and/or any other Word/Device Mark/Logo/Trade Mark which is identical/deceptively similar to the Plaintiffs Trade Marks 'PAN-D' and 'PAN Family of Marks', in the future, before the Trade Marks Registry or Copyright Office or any other mark/ trade name/ trade dress/ device/ logo etc., the use of which may amount to Passing off or Infringement of the Trade Marks of the Plaintiff;

5. The Defendant No. 1 shall not, in the future, adopt and/or use in any manner whatsoever the Impugned Marks 'Doctor PAN- D'/'Doctor PAN'/'Dr. Pan' and/or any other Mark where 'PAN' is being used in a stand alone manner and/or more, prominence is being given to the Mark 'PAN' per se;

6. The Defendant No. I was allowed to exhaust the stock of the Impugned Products bearing the Impugned Marks 'Doctor PAND'/'Doctor PAN' / 'Dr. Pan' vide Order dated 26th November, 2021 and therefore no other stock of the Impugned Products bearing the Impugned Marks 'Doctor PAN- D'/'Doctor PAN'/'Dr. Pan' remains with the Defendant No. 1.

7. In consideration of the terms of the present Settlement



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Agreement, the Plaintiff gives up its claims for costs, damages, rendition of Accounts etc.;

8. By signing this Settlement Agreement, the Parties hereto state all the disputes and differences in the present Suit have been amicably settled by the Parties hereto through the process of Mediation.

9. The Parties agree that in view of the terms mentioned in the present Settlement Agreement, the present Suit may be disposed off.

10. The Hon'ble Court may pass appropriate orders in view of the Settlement Agreement including refund of court fees under Section 16 of the Court Fees Act, 1870;

11. The Parties hereto confirm and declare that they have voluntarily and of their own respective free will have arrived at this Settlement Agreement in the presence of the Mediator and that the same shall be binding on their proprietors, successors, sister concerns, directors, executives, partners, subsidiaries, subsequent assignees etc. as the case may be and all those acting for and on their behalf;

12. By signing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other in relation to the subject matter of the present suit and all the disputes and differences in the present suit have been amicably settled by the Parties hereto through the process of Mediation.”

Terms of settlement in settlement agreement with Defendant 2

“1. The Plaintiff states that the Plaintiff is the proprietor of the Trade Mark 'PAN-D' and 'PAN Family of Marks' for goods being *Pharmaceutical, Medicinal And Ayurvedic Preparations And Substances, Dietetic Food And Substances Adapted For Medical Use, Dietary Supplements For Humans, Nutritional Supplements, Nutraceutical Preparations For Therapeutic Or Medical Purposes, Nutraceuticals For Use As Dietary Supplements* as defined in the Plaintiff of the present Suit bearing No. 506 of 2021 and has been using the Mark 'PAN' since 2000 and 'PAN-D' since 2004 for goods being *Medicinal and Pharmaceutical preparations and substances*.

2. The Defendant No. 2 undertakes not to use the Impugned



Marks 'Doctor PAN- D'/'Doctor PAN'/'Dr. Pan' and/or any other identical and/or deceptively similar mark to the Plaintiffs marks 'PAN Family of Marks', in any manner whatsoever, in relation to *Pharmaceutical, Medicinal And Ayurvedic Preparations And Substances, Dietetic Food And Substances Adapted For Medical Use, Dietary Supplements For Humans, Nutritional Supplements, Nutraceutical Preparations For Therapeutic Or Medical Purposes, Nutraceuticals For Use As Dietary Supplements*; and/or such allied and cognate goods;

3. The Defendant No. 2 states that the Defendant No. 2 is a contract manufacturer of Dr. Reddy's Laboratories Limited (Defendant No. 1 in the Suit titled *Alkem Laboratories Ltd. v. Dr. Reddy's Laboratories Limited & Ors.* bearing No. **CS (COMM) No. 506 of 2021** and manufactured the Impugned Products bearing the Impugned Marks 'Doctor PAN- D'/'Doctor PAN'/'Dr. Pan' on a contractual basis with Defendant No. 1 i.e., Dr. Reddy's Laboratories Limited.

4. The Defendant No. 2 shall not apply for registration of Impugned Marks 'Doctor PAN- D' / 'Doctor PAN'/'Dr. Pan' and/or any other Word/Device Mark/Logo/Trade Mark which is identical/deceptively similar to the Plaintiff's Trade Marks. Plaintiff's marks "PAN-D" NS "PAN Family of Marks", in the future, before the Trade Marks Registry or Copyright Office or any other mark/trade name/ trade dress/ device/ logo etc., the use of which may amount to Passing off or Infringement of the Trade Marks of the Plaintiff;

5. The Defendant No. 2 shall not, in the future, adopt and/or use in any manner whatsoever the Impugned Marks "Doctor PAN-D"/'Doctor PAN'/'Dr. Pan' and/or any other Mark which violates the Plaintiff's rights in the "PAN Family of Marks" in any manner whatsoever;

6. The Defendant No. 2 was allowed to exhaust the stock of the Impugned Products bearing the Impugned Marks 'Doctor PAN-D' / 'Doctor PAN'/'Dr. Pan' vide Order dated 26th November, 2021 and therefore no other stock of the Impugned Products bearing the Impugned Marks 'Doctor PAN- D'/'Doctor PAN'/'Dr. Pan' remains with the Defendant No. 2;

7. In consideration of the terms of the present Settlement Agreement, the Plaintiff gives up its claims for costs, damages. Rendition of Accounts etc.;

8. By signing this Settlement Agreement, the Parties hereto state all the disputes and differences in the present Suit have been



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amicably settled by the Parties hereto through the process of Mediation.

9. The Parties agree that in view of the terms mentioned in the present Settlement Agreement, the present Suit may be disposed off.

10. The Hon'ble Court may pass appropriate orders in view of the Settlement Agreement including refund of court fees under Section 16 of the Court Fees Act, 1870;

11. The Parties hereto confirm and declare that they have voluntarily and of their own respective free will have arrived at this Settlement Agreement in the presence of the Mediator and that the same shall be binding on their proprietors, successors, sister concerns, directors, executives, partners, subsidiaries, subsequent assignees etc. as the case may be and all those acting for and on their behalf;

12. By signing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other in relation to the subject matter of the present suit and all the disputes and differences in the present suit have been amicably settled by the Parties hereto through the process of Mediation.”

5. Parties are represented by Counsel who undertake, on behalf of their respective clients, to abide by the terms of settlement. In view of the aforesaid terms of settlement, no dispute survives for adjudication in the present suit. Defendants 1 and 2 shall remain bound by the aforesaid terms of settlement.

6. In view thereof, Defendant 3 shall also remain bound by the statement made by Mr. Narula that Defendant 3 would not deal with any of the products bearing the impugned marks.

7. No dispute survives for adjudication in the present suit which is accordingly decreed in the above terms.



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8. The court has perused the terms of settlement and find them to be lawful.
9. Let a decree sheet be drawn up accordingly.
10. The plaintiff shall be entitled to refund of Court fees, if any, deposited by it.

C.HARI SHANKAR, J

OCTOBER 9, 2023

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