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

+ **CS(COMM) 591/2022 & I.A. 13635/2022**

J. B. CHEMICALS AND PHARMACEUTICALS LTD.

..... Plaintiff

Through: Mr.Prithvi Gulati, Adv.

versus

OKVIK LIFESCIENCES AND ANR. Defendants

Through: Mr.Abhindra Maheshwari, Adv.
for D-1

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)

% **13.02.2023**

1. The dispute between the parties stands resolved with the interjection of the Delhi High Court Mediation and Conciliation Centre *vide* settlement agreement dated 6th February 2023 which has been placed on record. The terms of settlement read thus:

“i. Defendant No.1 acknowledges that the Plaintiff is the owner and registered proprietor of the well-known trademark RANTAC under the Trade Marks Act, 1999 as well as under common law.

ii. Defendant No.1 including their distributors, marketer, agents, CNF agents, stockists or anyone who is acting on their behalf, undertake to cease the manufacturing, marketing or selling of pharmaceutical preparations under the mark RANTAC/ RANTAC 150/RANTAC DSR or any deceptively similar variant of the Plaintiff's trademark RANTAC either as a standalone mark or as a prefix in a composite mark or in any manner whatsoever amounting to infringement of the Plaintiff's registered trademark (and its variants) and/or passing off. Defendant No. 1 further undertakes to not to use the mark RANTAC in any manner whatsoever.

iii. That Defendant No.1 undertakes that they have not filed any application for registration of the mark RANTAC and or any mark containing RANTAC and/or device or any other mark deceptively similar to the trademark RANTAC. That Defendant No.1 also undertakes that they will not file any application for registration of

the mark RANTAC or any mark containing RANTAC and/or any other similar mark whether in the form of a word, label or other composite mark in respect of any goods or services whatsoever.

iv. Defendant No.1 undertakes to destroy all the infringing goods in its possession including promotional material, strips, cartons, containers, labels, stationery or any other printed matter currently in their possession bearing the marks RANTAC/ RANTAC 150/ RANTAC DSR or any of its variants which are deceptively similar to the Plaintiff's trademarks. The Defendant No.1 shall also disclose the quantity destroyed by them.

v. Defendant No.1 also undertakes to communicate and facilitate handover of the seized products (59 Strips) from Defendant No.2, its manufacturer, to the Plaintiff for purposes of destruction. That Defendant No.1 further undertakes to ensure that Defendant No.2 shall not manufacture pharmaceutical preparations under the mark RANTAC/ RANTAC 150/RANTAC DSR or any deceptively similar variant of the Plaintiffs trademark RANTAC.

vi. In consideration of the above, Defendant No. 1 shall pay a sum of INR 2,25,000/- as damages incurred to the Plaintiff via Demand Draft. Defendant No.1 has agreed that Demand Draft shall be in the name of the Plaintiff and handed over to the same to Plaintiff's counsel at the time of recordal of present Settlement Agreement before court.

vii. Defendant No.1 undertakes not to commit any breach of any of the undertakings in this memorandum of compromise in future in any manner whatsoever. Should the Defendant No.1 be found in breach of the present memorandum of compromise at any future date, they agree to pay a sum of Rs. 1,00,000/- per infringing product or any other article sold by the Defendant No.1 either on an online pharmacy platform, physical chemist stores or independently.

viii. The aforesaid undertakings have been signed by Defendant No.1 through Ms. Astha Arora in her capacity as the Proprietor/Partner of Defendant No.1. The undertakings given herein shall be binding on all the legal heirs, affiliates, sister concerns, employees, principals, business partners, representatives and assigns-in-business of Defendant No.1. Similarly, Mr. Vishal Vithal Chavan, constituted attorney of the Plaintiff, signs this compromise on behalf of the Plaintiff fully empowered to bind the Plaintiff to the terms of this compromise and hereby do so."

2. Learned Counsel for the parties who are present in Court

undertake on behalf of their respective clients to abide by the terms of settlement.

3. Mr. Prithvi Gulati, learned Counsel for the plaintiff submits that though the settlement agreement does not embrace Defendant 2, as Defendant 2 is the manufacturer of Defendant 1, he is satisfied with the statement made by learned Counsel for Defendant 1 in Court that he would instruct Defendant 2 not to manufacture and sell goods bearing the impugned trademark.

4. Mr. Abhindra Maheshwari has also handed over to learned Counsel for the plaintiff a demand draft of ₹ 2,25,000/- in accordance with the terms of settlement.

5. As such, nothing survives for adjudication in the present suit which accordingly stands decreed in terms of the aforesaid settlement read with the statements made by learned Counsel in Court today. Miscellaneous application also stands disposed of.

6. Let a decree sheet be drawn up by the Registry in terms thereof.

7. The plaintiff would be entitled to be refunded the court fees, if any, deposited by it.

8. Order to be uploaded on the website of this Court within 24 hours

C.HARI SHANKAR, J

FEBRUARY 13, 2023/kr