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

+ **CS(COMM) 177/2024 & I.A. 4616/2024**

ALKEM LABORATORIES LTD.Plaintiff

Through: Mr. Sagar Chandra, Ms. Shubhie
Wahi, Ms. Sanya Kapoor, and Ms.
Ankita Seth, Advocates.
Mob: 8130910708

versus

MANILA PHARMA PRIVATE LIMITED & ORS.Defendants

Through: Mr. Sarang Rastogi, Advocate and
Ms. Ritika Khanna, Advocate
(through VC)

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

**ORDER
03.10.2024**

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1. Settlement Agreement dated 16th August, 2024 has been received from Delhi High Court Mediation and Conciliation Centre.
2. The present suit had been instituted by the plaintiff against the defendants for permanent injunction restraining infringement of trademark, passing off, dilution, delivery up, rendition of accounts, damages, unfair competition etc., in relation to its trademarks 'A TO Z/ , 'A TO Z NS' and 'A TO Z' Family of Marks.
3. When the matter was listed on 28th February, 2024, learned counsel appearing for defendant no. 1 had appeared before this Court and had stated



that the defendant no. 1 has already stopped using the mark 'A TO Z' as part of their packaging and any other promotional literature.

4. Thus, vide order dated 28th February, 2024, defendant no. 1, as also other defendants were restrained from using the impugned marks, which were identical and/or deceptively similar to the plaintiff's registered trademarks.

5. The present matter was referred in Delhi High Court Mediation and Conciliation Centre, vide order dated 1st May, 2024, wherein, the parties have successfully negotiated a settlement and executed a Settlement Agreement dated 16th August, 2024.

6. Learned counsel appearing for the parties confirm the terms of the settlement and pray that the suit be decreed in terms thereof.

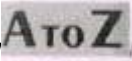
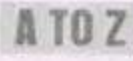
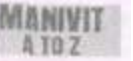
7. The Court has perused the terms of the settlement and finds the same to be lawful.

8. In terms of the settlement, the defendants along with their directors, executives, partners or proprietors, as the case may be, or any other persons acting for and on their behalf, have agreed and acknowledged the statutory

rights of the plaintiff in the trade marks/logo 'A-Z/ , 'A-Z NS' and 'A-Z Family of Marks', including, but not limited to the Trade Marks mentioned in the list of A-Z trademarks.

9. Further, the defendants have undertaken that they have ceased from launching, marketing, selling, offering for sale, importing, exporting, advertising and/or in any manner dealing in any goods/services, products being nutraceuticals / health supplements/ multivitamin and multi-mineral preparations bearing the Impugned Marks/Logos 'A-Z/A to Z/MANIVIT A



TO Z/MANIVIT A- Z/    , and/or any other such mark/logo, which is identical and/or deceptively similar to the trademark/logo of the plaintiff's trademark.

10. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendants in terms of the Settlement Agreement, which shall form part of the decree, and in terms of Paras (i) to (iv) of Para 50 of the plaint.

11. In view of the fact that parties have arrived at a compromise, Registry is directed to issue a certificate for refund of full court fee in favour of the plaintiff.

12. Decree sheet be drawn up.

13. The suit, along with the pending applications, stands disposed of.

MINI PUSHKARNA, J

OCTOBER 3, 2024

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