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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 165/2023 & I.A. 5672/2023**

DR. REDDYS LABORATORIES LIMITED Plaintiff
Through: Ms. Aishani Singh, Mr. Shashi Ojha
and Ms. Shivangi Kohli, Advocates.
versus

JANKEM LIFE SCIENCES Defendant
Through: Mr. Amit Tomar, Advocate (through
VC).

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

% **ORDER**
07.03.2024

1. The parties have amicably resolved their dispute with the facilitation of the Delhi High Court Mediation & Conciliation Centre and a Settlement Agreement dated 01st December, 2023 has been placed on record. The terms of the settlement are extracted as under:

1. *That Second Party, hereby recognizes and acknowledges the First Party's exclusive proprietary rights in the trademark/name/label/packaging of the mark PRACTIN duly registered under No. 457754, 1053804, 1053805, 1053809, 1053810, 1053834, 3571246 in class 5 and not to challenge First Party's statutory and proprietary rights directly or indirectly at any time in future in India and globally.*
2. *The Second Party, by itself and also through its directors, agents, representatives, distributors, assigns, heirs, successors, stockiest and all others acting for and on its behalf undertakes before this Hon'ble court after the injunction order was passed in this matter, that they stopped manufacturing, selling and supplying the*



medicinal preparation under the mark 'PAKTIN' and in future they shall not be manufacturing, marketing, selling, supplying and offering for sale, advertising, directly or indirectly medicinal and pharmaceutical preparations under the trade mark PAKTIN and deceptively similar PAKTIN packaging/strip packaging and/or a colourable imitation or substantial reproduction of the First Party's trade mark PRACTIN and its packaging/trade dress/strip packaging, which is deceptively similar and/or in any manner whatsoever doing any other thing as may be likely to cause confusion or deception amounting to infringement of the First Party's trade mark PRACTIN , infringement of copyright of First Party in the artistic work of PRACTIN packaging/trade dress/strip packaging and passing off.

- 3. The Second Party confirms that after the injunction order was passed, he has not manufactured or sold the products under the impugned mark. The Second Party undertakes not to manufacture any products bearing the impugned mark/packaging in future. The Second Party states that they have only manufactured 100 boxes of the PAKTIN product as mentioned in the Affidavit dated 18.07.2023. The second party further states that apart from the stock mentioned in the affidavit they do not have any other stock, packaging, finished and unfinished goods bearing the mark PAKTIN in his power and possession.*
- 4. The Second Party confirms that it has not applied for registration for the mark PAKTIN or any other mark identical/deceptively similar to the First Party trademark PRACTIN and shall not to do so in future. In case there is any application for registration of the Impugned Mark, which is pending or registered, shall be withdrawn within (one) week from the date of final order passed in the suit.*
- 5. The Second Party agrees to remove all the listings of the impugned mark PAKTIN if any, from their websites, B2B websites or any other online directories, B2C websites or portals that were used by the Second Party to promote their products bearing the mark PAKTIN or any other marks/packaging identical or deceptively similar to the First Party's marks 'PRACTIN'.*



6. *The Second Party undertakes and confirms that no fresh batch of PAKTIN will be or cause to be made by them. The Second Party declares and confirms that any further production or sale through any route or through a third party will make them liable for claim of cost and damages of Rs. 25 Lakhs (Twenty-Five Lakhs).*
7. *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.*
8. *That the Second Party has agreed to pay a sum of Rs 50,000/- (Fifty Thousand only) to the First Party through Cheque/Demand Draft towards token damages.*
9. *That in view of the aforesaid undertaking given by the Second Party, the First Party agrees to forego its claim of rendition of any/all account/damages/punitive damages against the Second Party including account/damages/punitive damages as stated in paragraph no. 34 of the plaint and the parties agree that in view of the above undertakings and acknowledgments, a decree may be passed in terms of the mediation settlement agreement.*
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 proceeded- against for contempt of court under the Contempt of Courts Act, 1971.*
11. *The parties agree that they have executed the present settlement agreement by their free will and volition without any force or pressure from anybody. The parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by their respective counsel, in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.*



2. The Court has perused the terms of settlement and find them to be lawful and acceptable. Parties shall be bound by the terms of the settlement. Accordingly, nothing further survives for adjudication.
3. Decree Sheet be drawn in terms of the above terms of settlement.
4. Suit is disposed of.
5. Pending applications, if any, are rendered infructuous.
6. In view of the settlement between the parties through mediation, the plaintiff will be entitled to 100% court fees. Registry is directed accordingly.
7. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MARCH 7, 2024/kct