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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 375/2024, I.A. 10500/2024, I.A. 10501/2024, I.A.
10502/2024, I.A. 10503/2024 & I.A. 32907/2024
DR. REDDYS LABORATORIES LIMITEDPlaintiff

Through: Ms. Shivangi Kohli, Adv. (Through
VC)

versus

LEEFORD HEALTHCARE LTD.Defendant
Through: Mr. Sahil Arora, Adv. (Through VC)

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

11.07.2024

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**CS(COMM) 375/2024 & I.A. 32907/2024 (under Order XXIII Rule 3
CPC)**

1. The present application has been filed under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908 ("CPC").
2. The plaintiff has filed the present suit for permanent injunction restraining the infringement of copyright, passing off, unfair trade competition, rendition of account/damages, delivery up, etc. against the defendant.
3. It is submitted that during the pendency of the present suit, the plaintiff and defendant have arrived at a settlement, terms and conditions of which, are reproduced in paragraph 2 of the present application.
4. Learned counsels appearing for the parties also confirm the terms of the settlement, and pray that the suit be decreed in terms thereof.



5. This Court has perused the terms and conditions of the settlement between the parties, and finds the same to be lawful. In terms of the settlement, the defendant has acknowledged the plaintiff's proprietary right in the strip packaging for its 'PRACTIN' product and does not challenge the plaintiff's statutory and proprietary rights directly or indirectly at any time in future in India or worldwide. Further, the defendant has also stated that it is no longer manufacturing/selling/marketing 'BIOPRON' product under the impugned packaging. The defendant has also undertaken not to manufacture/sell/export/offer for sale, advertise directly or indirectly in future, the medical and pharmaceutical products under the impugned packaging, that may be identical or deceptively similar to the strip packaging of the plaintiff.

6. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendant, in terms of the settlement between the parties, as recorded in paragraph 2 of the present application, which shall form part of the decree.

7. Parties shall remain bound by the terms and conditions of the settlement.

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

9. Decree sheet be drawn up.

10. The suit, along with the pending applications, is disposed of.

MINI PUSHKARNA, J

JULY 11, 2024/kr