



\$~18

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 476/2022 & I.A. 10914/2022**
DR. REDDYS LABORATORIES LIMITED Plaintiff
Through: Mr. Ranjan Narula and Mr. S. P. Ojha,
Advocates.
versus

SAIN MEDICAMENTS PVT. LTD. Defendant
Through: Mr. Jaspreet Singh Kapur, Advocate.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL
ORDER
% **16.02.2024**

I.A. 3690/2024 (Application under Order XXIII Rule 3 read with Section 151 of CPC)

1. This application has been jointly filed on behalf of the parties under Order XXIII Rule 3 read Section 151 of Code of Civil Procedure, 1908, seeking to place the settlement on record and praying for a decree in the suit in terms of the settlement.
2. The terms of the settlement are contained in paras 2 (a) to (k), extracted as under:



- a) The Defendant hereby recognizes and acknowledges the Plaintiff's exclusive proprietary rights in the trademark ROZAT and not to challenge Plaintiff's statutory and proprietary rights directly or indirectly at any time in future in India and globally.
- b) The Defendant, their directors, confirm and undertake that they shall stop manufacturing, offering for sale, advertising, directly or indirectly, medicinal and pharmaceutical preparations, not limited to tablets, capsules, injections, syrups under the mark ROSAT for domestic sale in India on or before 31.08.2023.
- c) The Defendant undertakes not to manufacture any further products bearing the mark ROSAT for sale in India after 31.08.2023. The Defendant undertakes to destroy any unused printed material at its own cost after 31.08.2023.
- d) The Defendant also exports the products bearing the mark ROSAT to following countries:
 - a. MYANMAR
 - b. CHILE
 - c. COSTA RICA
 - d. GUATEMALA
 - e. PANAMA
 - f. SIERRE LEONE
 - g. UZBEKISTAN
 - h. NICARAGUA
 - i. PERU
 - j. UGANDA



- k. CONGO
- l. KENYA
- m. NIGERIA
- n. YEMEN
- o. AFGHANISTAN
- p. BOLIVIA
- q. SRI LANKA
- r. VIETNAM
- s. CAMBODIA
- t. SUDAN
- u. TURKMENISTAN

- e) The Defendant undertakes and confirms that it will restrict the manufacture fresh batch of ROSAT for export to the aforementioned countries only and no fresh batch of ROSAT will be made by them for domestic sales in India. The Defendant shall not expand its export sales to countries other than those identified above.
- f) The Plaintiff shall not object to export of goods bearing the mark ROSAT from India to countries identified above. The Plaintiff shall also not object to Defendant seeking trademark registration for ROSAT in countries identified above.
- g) The Defendant declares and confirms that any fresh production by them or through a third party for sale in India will make them liable for cost and damages.



- h) 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.
- i) That both the parties have agreed to bear the respective costs of the proceedings.
- j) That in view of the aforesaid undertaking given by the Defendant, the Plaintiff agrees to forego its claim of rendition of account/damages/punitive damages against the Defendant including account/damages/punitive damages as stated in paragraph No. 30 (ii), (iv), (v) and (vi) 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 settlement application.
- k) The aforesaid undertaking has been given and signed by Mr. Manmeet Agarwal, Director of the Defendant company. On behalf of the Plaintiff, Mr. Gopala Krishna Gangavelli signed this application. All aforesaid undertakings shall be binding on the parties, partners, legal heirs, servants, agents, representatives and assigns in the business.

3. The application is signed by the authorised representatives as well as counsel for parties, and is supported by affidavits.
4. The Court has perused the terms of the settlement and find them to be lawful and acceptable.
5. Suit is decreed in terms of the settlement as noted above. Parties will be



bound by the terms of the settlement. Nothing further survives for adjudication.

6. Accordingly, decree sheet be drawn up.

7. Considering the plea of the plaintiff, since the matter has been settled, in view of Section 16 of the Court Fees Act, 1870, the plaintiff will be entitled to 50% of the court fee.

8. Registry is accordingly directed.

9. The present suit is disposed of in the above terms. Pending applications, if any, are rendered infructuous.

10. Order be uploaded on the website of this Court.

ANISH DAYAL, J

FEBRUARY 16, 2024/RK/rj