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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 552/2023 & I.A. 6500/2024**
J. B. CHEMICALS AND PHARMACEUTICALS LTD Plaintiff
Through: **Mr. Prithvi Singh & Mr. Prithvi**
Gurati, Advs.

versus

ZEAL BIOTECH PRIVATE LIMITED Defendant
Through: **Mr. Chander Shekhar Pandey, Adv**

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

% **ORDER**
19.03.2024

I.A. 6500/2024 (under Order XXIII Rule 3 CPC)

1. This application has been filed jointly by the plaintiff and defendants placing on record the terms of settlement arrived at between them.
2. The parties have amicably settled all their disputes which form the subject matter of this suit. The terms of settlement have been incorporated in paragraphs 3(a) to 2(e) of the present application, which are extracted as under:

*“a) The Defendant acknowledges that the Plaintiff is the owner and registered proprietor of the well-known trademark ZECUF under the Trade Marks Act, 1999 as well as under common law.
b) That Defendant including their distributors, marketer, agents, CNF agents, stockists or anyone who is acting on their behalf, undertakes to cease manufacturing, marketing or selling of ayurvedic syrup under the mark ZEKUF or any deceptively similar variant of the Plaintiffs trademark ZECUF either as a*



standalone mark or as a prefix in a composite mark or in any manner whatsoever amounting to infringement of the Plaintiffs registered trademark ZECUF (and its variants) and/or the act of passing off. Defendant further undertakes not to use the mark ZEKUF in any manner whatsoever.

c) That Defendant undertakes that they have not filed any trademark application for registration of the mark ZEKUF as a word or device or any other mark deceptively similar to the trademark ZECUF. That Defendant also undertakes that they will not file any trademark application for registration of the mark ZEKUF or any other mark identical and/or deceptively similar to ZECUF and ZEKUF 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.

d) That Defendant undertakes to destroy all the infringing goods in its possession including promotional material, bottles, boxes, cartons, containers, labels, stationery or any other printed matter currently in their possession bearing the mark ZEKUF or any of its variants which are deceptively similar to the Plaintiffs trademark ZECUF.

e) In consideration of the above, Defendant shall pay a sum of INR 50,000 as costs incurred to the Plaintiff via Demand Draft vide No. 000476 drawn on HDFC Bank Dated 08/03/2024 in the name of J .B. Chemicals and Pharmaceuticals Limited. Defendant has agreed that Demand Draft shall be in the name of the Plaintiff and hand over the same to the Plaintiffs counsel at the time of recordal of present compromise before court.”

3. The application is signed duly by authorised representatives of both parties and counter signed by their respective counsels and is duly supported by affidavits. Court has perused the terms of agreement and finds the same to be acceptable and lawful.

4. In view of the same, nothing further survives for adjudication.



5. Parties undertake to be bound by terms of settlement.
6. Decree sheet be drawn up by the Registry in terms of above settlement extracted above.
7. In view of settlement through mediation, plaintiffs are entitled to refund of 50% of court fee under section 16 of the Court Fees Act, 1870.
8. Since nothing survives for adjudication, the suit stands disposed of.
9. Pending applications, if any, are disposed of infructuous.
10. Date of 3rd April, 2024, already fixed before the Joint Registrar, stands cancelled.
11. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MARCH 19, 2024/sm