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

+ **CS(COMM) 525/2024 & I.A. 31757/2024**

SUN PHARMA LABORATORIES LTD.

.....Plaintiff

Through: Ms. Prashansa Singh, and Mr. Sachin
Gupta, Advocates (through VC)

versus

LINCOLN PHARMACEUTICALS LTD & ANR.

.....Defendants

Through: Mr. Rajat Sinha, Advocate for D-1
Mob: 7080810434

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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16.10.2024

1. Settlement Agreement dated 11th September, 2024, has been received from the Delhi High Court Mediation and Conciliation Centre.
2. The present suit has been filed seeking permanent injunction restraining infringement of trademark, passing off, damages, delivery up, etc., against the defendants.
3. The parties were referred to Mediation vide order dated 16th August, 2024, wherein, the parties have reached a settlement.
4. Learned counsels for the parties appearing before this Court have confirmed the terms of the settlement, and pray that the suit be decreed in terms, thereof.
5. This Court has perused the terms of the settlement and finds the same



to be lawful.

6. As per the terms of the settlement, the defendants and its related parties have undertaken to refrain themselves from manufacturing, selling, offering for sale, exporting, importing, advertising, directly or indirectly dealing in nutraceutical, and pharmaceutical preparation under the impugned mark 'FLOBIOTA LL' and any of its extensions, or any other marks which may be deceptively similar to the plaintiff's trade mark 'FLORITA LL' / 'FLORITA LL' trade dress.

7. The defendants have further undertaken to cease and desist from using the impugned trade mark / trade name 'FLOBIOTA LL' and its trade dress. They have further undertaken that they shall use the trade mark / trade name 'BIOTA LL' in the trade dress, which has been given in *Annexure-D* to the present settlement.

8. The defendants have confirmed that they shall not use, have not applied, and/ or, applied for registration for any trade mark / trade name, 'FLOBIOTA LL' or any other mark deceptively similar to the plaintiff's mark 'FLORITA LL'.

9. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendants in terms of the aforementioned Settlement Agreement, which shall form part of the decree.

10. The parties shall remain bound by the terms of the settlement.

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

12. Let decree sheet be drawn up.



13. Accordingly, the present suit, along with the pending application, is disposed of.

MINI PUSHKARNA, J

OCTOBER 16, 2024

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