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

+ CS(COMM) 645/2021 & I.A. Nos. 16486/2021, 16487/2021,
5024/2022 & 39851/2024

MARION BIOTECH PVT. LTD.

.....Plaintiff

Through: Mr. Vivek Singh with Mr. Anuj
Mirdha and Mr. Onkar Nath,
Advocates.
(M): 9718967020
Email: anujmirdha13@gmail.com

versus

PHARMISON VALENTES PHARMA PVT. LTD.Defendant

Through: Mr. Rishabh Singhle with
Mr. Shrijeeb Biswas, Ms. Kavya
Agrawal and Mr. Sujoy Chatterjee,
Advocates.
(M): 8107012169
Email: Rishabh.singhle@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
19.09.2024

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I.A. No. 39851/2024 (Joint application on behalf of plaintiff and defendant)

1. The present is a joint application filed on behalf of the plaintiff and defendant under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC").
2. The present suit has been filed by the plaintiff seeking a permanent



injunction restraining the defendant from passing off of the trademark 'BMD RISE', and for damages, rendition of accounts and delivery up.

3. It is submitted that the plaintiff and the defendant have settled their dispute by way of Settlement Agreement dated 03rd September, 2024, copy of which has been attached along with the present application.

4. Learned counsels appearing for the parties appear before this Court and submit that the suit be decreed in terms of the Settlement Agreement dated 03rd September, 2024, executed between the parties.

5. This Court has perused the terms of the settlement and finds the same to be lawful.

6. As per the Settlement Agreement dated 03rd September, 2024, an amount of ₹6,00,000/- is payable by the defendant to the plaintiff, in the manner, as given in the Settlement Agreement. The defendant has undertaken not to use the mark in terms of the order dated 25th January, 2024 passed by this Court in the present suit.

7. In terms of the settlement, the defendant has also undertaken that it will not manufacture, sell, distribute, supply, market, export, import, advertise or do any act or deal in any manner, which may infringe, pass off or usurp the goodwill created by the plaintiff's registered trademark 'BMD RISE'.

8. Accordingly, the suit is decreed in terms of the Settlement Agreement dated 03rd September, 2024, which shall form part of the decree.

9. Let the decree sheet be drawn up.

10. In view of the fact that the parties have entered into a settlement, the Registry is directed to issue a Certificate of refund of full Courts Fees in favour of the plaintiff.



11. Accordingly, the present suit is disposed of, along with the pending applications.

MINI PUSHKARNA, J

SEPTEMBER 19, 2024

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