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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 749/2024 & I.A. 38105/2024, I.A. 38106/2024, I.A. 38107/2024, I.A. 38108/2024, I.A. 38109/2024, I.A. 38110/2024**
GLAXOSMITHKLINE PHARMACEUTICALS LIMITED

.....Plaintiff

Through: Mr. Vardaan Anand and Ms. Shilpi
Sinha, Advocates.
M: 8576076592

versus

MR. HARSHIT KUMAR JAINDefendant

Through: Mr. Rajendra H. Bhansali and Mr.
Sitesh Narayan Singh, Advocates.
M: 9582056530

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
10.09.2024

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1. The present suit has been filed seeking permanent injunction restraining infringement of trademark, passing off, damages, rendition of accounts, delivery up, etc.

2. As per the case canvassed in the plaint, the facts are as follows:

2.1 The present suit pertains to the plaintiff's rights in the pharmaceutical products 'NEOSPORIN' and trade dress



The defendant is the marketer of pharmaceutical preparations under the mark



‘EYESPORIN’/

2.2 Thus, the present suit has been filed alleging that the activities of the defendant are infringing upon the registered mark of the plaintiff.

2.3 The comparative chart of the products of the plaintiff and the defendant, as given in the plaint, is as under:

Plaintiff's Product	Defendant's Product
	
1) The Defendant's packaging displays the deceptively similar color scheme with blue packaging with white and black lettering for their products as also the image of the animal depicted in the right side of packaging. 2) The Defendant has even copied the writing style of NEOSPORIN in white and blatantly copied the same on his packaging wherein 'EYESPORIN' is written in white.	

3. This Court notes that on the last date of hearing, learned counsel appearing for the defendant had submitted that the defendant has already written to the plaintiff informing that it had stopped the production and marketing of the product under the mark 'EYESPORIN'.

4. Today, learned counsels appearing for the parties have submitted before this Court that both the parties have arrived at consent terms, which are agreeable to both the parties for putting quietus to the dispute between the parties.



5. The consent terms as given by the parties before this Court are taken on record.
6. This Court has perused the consent terms arrived at between the parties and finds the same to be lawful.
7. Learned counsels appearing for the parties pray that the suit be decreed in terms thereof.
8. As per the consent terms, the defendant acknowledges the plaintiff's prior rights in the trademark 'NEOSPORIN' and the proprietary blue and white packaging.
9. Further, the defendant and its representatives have ceased use of the mark 'EYESPORIN' and the impugned packaging. The defendant has also undertaken not to adopt or use any mark similar to the plaintiff's trademark 'NEOSPORIN' or its proprietary blue and white packaging, which amounts to infringement and passing off, respectively.
10. Accordingly, the suit is decreed in favour of the plaintiff and against the defendant in terms of the consent terms and in terms of Para 41 (a) and (b) of the prayer Clause in the plaint, which shall form part of the decree.
11. In view of the fact that the parties have arrived at a settlement, the Registry is directed to issue a certificate of refund of full court fees in favour of the plaintiff.
12. Decree sheet be drawn up.
13. Accordingly, the suit, along with the pending applications, stands disposed of.

MINI PUSHKARNA, J

SEPTEMBER 10, 2024/ak