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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 336/2025**
MODI-MUNDIPHARMA PVT. LTD.Plaintiff
Through: Ms. Prachi Agarwal & Ms. Medha
Singh, Advocates.
Versus
AGROSAF PHARMACEUTICALS PVT.
LTD. & ANR.Defendants
Through: None.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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15.10.2025

IA No.25675/2025

1. This is a joint Application filed by the Parties under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 for recording the settlement arrived at between the Parties and for decreeing the present Suit.
2. The learned Counsel for the Plaintiff submits that during the pendency of the present Suit, the Plaintiff and the Defendants have arrived at an amicable settlement on the following terms and conditions ("**Terms of Settlement**"):

- (i) The Defendants agree and confirm that they have permanently ceased all use, promotion, sale, manufacture and distribution of products/packaging bearing the mark "AGROCONTIN" in any form whatsoever, including on labels, advertisements, ecommerce platforms, or otherwise.
- (ii) The Defendants acknowledge the proprietary rights of the Plaintiff in the trademark "NITROCONTIN" and other



“CONTIN” - formative marks, including but not limited to PHYLLOCONTIN, CORBUCONTIN, FECONTIN-F, MORCONTIN, TAMCONTIN, PYRicontin etc. and undertake not to adopt, or use any mark that is identical or deceptively similar thereto, including any mark incorporating the suffix “CONTIN”.

- (iii) The Defendants acknowledge that they have not filed any application for AGROCONTIN or any other mark incorporating the suffix CONTIN, nor use or authorise use of such marks through any affiliates, subsidiaries, licensees, or agents and undertakes not to do so in future.
- (iv) The Defendants confirm that all existing inventory bearing the impugned mark “AGROCONTIN” has been identified, withdrawn from all channels of trade, and that requisite steps are being undertaken for its destruction and recall in accordance with their stated commitments.
- (v) The Defendants further undertake not to adopt or use any packaging, trade dress, or get-up that is deceptively similar to the Plaintiff s products, including but not limited to their 6.4 mg and 2.6 mg Nitroglycerine Controlled Release tablets.
- (vi) The Defendants confirm that the undertakings recorded herein shall be binding upon themselves, their affiliates, group entities, distributors, successors, assigns, and all entities under their direct or indirect control.
- (vii) Both parties agree that each shall bear their own legal costs incurred in connection with the subject proceedings.



(viii) The present terms are being entered into on a without prejudice basis, and in the interest of amicable resolution, without admission of liability on either side.

3. In view of the above, the learned Counsel for the Plaintiff submits that the present Application be allowed and the Suit be decreed accordingly.

4. Considering that the matter has been amicably settled between the Parties, the present Application is allowed.

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5. The Suit is decreed in terms of the Terms of Settlement arrived at between the Parties. The Parties are directed to be bound by the Terms of Settlement. Let Decree Sheet be drawn up accordingly. The Suit as well as the pending Application are disposed of in the aforesaid terms.

6. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.

7. In view of the fact that matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

8. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

9. The next date of hearing, i.e., 27.01.2026 before the learned Joint Registrar stands cancelled.

TEJAS KARIA, J

OCTOBER 15, 2025/‘gsr’